



SINDH & MASS TRANSIT AUTHORITY
GOVERNMENT OF SINDH

Dated: October 21st, 2020

Minutes of 11th CONSULTANT SELECTION COMMITTEE (CSC)

MEETING – KARACHI MOBILITY PROJECT (YELLOW LINE BRTS)

The 11th CSC meeting was held on 19th October 2020. Initially the CSC discussed about the progress of draft EOI evaluation report and draft RFP documents as a refresher. The CSC was informed that the draft EOI evaluation report and the draft RFP were sent to the World Bank for their prior review on 22nd and 23rd September 2020 as decided and agreed in the 10th CSC meeting. The World Bank then provided their interim response, on both documents, to the SMTA on 3rd October 2020 [Annexure A].

The CSC was briefed on these responses and detailed deliberations were made. It was informed to the CSC that one of the response, reproduced below, pertains to the minimum number of shortlisted consultants (firms) as mentioned in the World Bank procurement guidelines “Selection Procedures for Consulting Firms – Regulation 7.17 in the Section VII – Approved Selection Methods Consulting Services”

General: “The current EOI Evaluation Report recommends 4 consultants to be shortlisted, fewer than 5 as required in the Regulations Section VII clause 7.17. Efforts should be made to include more consultants to enhance competition. If this is not possible, please add the justification for the Bank’s consideration to agree on fewer than 5 consultants.”

The CSC discussed this response in detail and unanimously agreed to include the following in the EOI evaluation report

“The CSC discussed this regulation in detail and unanimously agreed that the evaluation has been strictly done according to the criteria published in the REOI. In order to ensure informed decisions, clarifications have also been sought from specific consultant firms and based on the information provided from the consultant firms in the EOI (and in clarifications), the decision of shortlisting of four consultant firms have been taken (as mentioned in Section 5 above). The shortlist consists of firms who have specific experience in Mass Rapid Transit Projects (and in Bus Rapid Transit projects in particular) which is the core business and area of expertise required for the Yellow Corridor Bus Rapid Transit Project. Accordingly, the World Bank is kindly requested to agree with the fewer numbers of shortlisted consultants than 5 as required in the Procurement Regulations.”

Subsequently it was informed to the CSC that two responses, from the World Bank, pertain to the “positive net-worth” requirement in the REOI. For ready reference the response is mentioned as below

General: “The wording under Criteria 3 of the REOI (Overall Managerial Capacity & Financial Strength) is not so clear especially with regards to the ‘positive net-worth’; does it mean every year or overall over the period of 5 years? Please clarify in the EOI Evaluation Report what was the interpretation of this criteria.”

Specific: "EoI-5: KAISER / APCO TEKNIC / SMEC / ZEERUK / LOYA / EGC

a. This joint venture has shown related specific experience, but the value of investments is missing. Please add the missing information. If it was not provided in response to your query then please mention it. (e.g. replace "-" with "Not provided") .

b. It is recorded that one of the members had "negative" net worth in 2016. This may not mean the financial status of that firm is not satisfactory. As stated earlier, please clarify upfront in the report the interpretation of the REOI financial criteria that the CSC followed because it was not clear in the REOI .

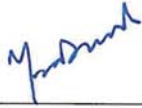
It was recalled by the CSC that since the requirement of positive net-worth (in the last five years) was not fulfilled by M/s Kaiser (lead firm of the above mentioned consultant consortium); the clarifications for missing information on the technical experience was not sought. However and to substantiate the decision of not short-listing the above consortium, clarifications were sought vide email dated 6th October 2020 and the response was received vide email dated 13th October 2020 [Annexure B]. The CSC reviewed the response in detail and it was observed that based on the information provided the consortium still stands disqualified. The CSC also unanimously agreed to include the following in the EOI evaluation report for the clarity and record purpose.

"The CSC unanimously agreed that a consultant firm not fulfilling the criteria of General and Specific technical experience (number of projects, minimum cost of the project and the similar nature of project) and that of Financial Strength (positive net-worth in last five years) will not be shortlisted.

The financial strength has been examined for only those consultant firm which fulfilled the technical criteria and provided sufficient general and specific experience of the projects as mentioned in the REOI criteria. In addition to this, the CSC unanimously agreed that the financial strength be considered by demonstrating positive net-worth in each of the last five year. This needs to be fulfilled by the lead firm of the consultant consortium and from those firms of the consortium whose projects are being demonstrated in general and specific technical experience."

The CSC discussed the responses on the draft RFP document and agreed to incorporate them accordingly in the final RFP; however it was decided that the Advance Payment of 5% of the contract value will be included in the RFP (which may be negotiated at the later stage). The CSC also unanimously agreed to send the replies [Annexure C] to the World Bank for their review and issuance of No Objection.





Director Finance
PPP Unit, Finance Department
Government of Sindh



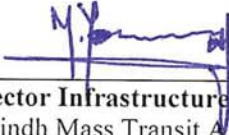
Chief Transport
Planning & Development Department
Government of Sindh



Project Director, Project Management Team
Karachi Mobility Project (Yellow BRT)



Chief Consultant
Transport & Mass Transit Department
Government of Sindh



Director Infrastructure / Projects
Sindh Mass Transit Authority
Government of Sindh



Director Finance & Accounts
Sindh Mass Transit Authority
Government of Sindh



Director (ITS)
Sindh Mass Transit Authority
Government of Sindh



**Deputy Director (Contracts &
Procurements)**
Sindh Mass Transit Authority
Government of Sindh



Managing Director
Sindh Mass Transit Authority
Government of Sindh



ANNEXURE 'A'
Niaz Ali <planning.smtc@gmail.com>

Fwd: Interim Response to Short List and Draft Request for Proposals submitted by SMTA for Pakistan - P166732 - Karachi Mobility Project - PK-SMTA-122605-CS-QCBS - Activity -1 Title: P

Muhammad Yousuf Munir <director.infra.smta@gmail.com>

Sat, Oct 3, 2020 at 9:55 AM

To: Consultant P & C TMTD <planning.smtc@gmail.com>, Rafay Ali Laghari <rafay.laghari.smta@gmail.com>

----- Forwarded message -----

From: **STEP Admin** <noreply@worldbankgroup.org>

Date: Fri, 2 Oct 2020, 12:51 PM

Subject: Interim Response to Short List and Draft Request for Proposals submitted by SMTA for Pakistan - P166732 - Karachi Mobility Project - PK-SMTA-122605-CS-QCBS - Activity -1 Title: P

To: <director.infra.smta@gmail.com>

Cc: <director.infra.smta@gmail.com>, <hrzaa@worldbank.org>, <hzaidi@worldbank.org>, <pd.kmp.ylc@gmail.com>, <sdahdah@worldbank.org>

Interim Response has been issued by Said Dahdah for Short List and Draft Request for Proposals for Pakistan - P166732 - Karachi Mobility Project - PK-SMTA-122605-CS-QCBS

Dear Imran sahib and Yousuf,

We have reviewed the EOI Evaluation Report (short list) and the draft RFP. Our comments on the EOI Evaluation Report is as follows:

General:

1. The current EOI Evaluation Report recommends 4 consultants to be shortlisted, fewer than 5 as required in the Regulations Section VII clause 7.17. Efforts should be made to include more consultants to enhance competition. If this is not possible, please add the justification for the Bank's consideration to agree on fewer than 5 consultants.
2. The wording under Criteria 3 of the REOI (Overall Managerial Capacity & Financial Strength) is not so clear especially with regards to the 'positive net-worth'; does it mean every year or overall over the period of 5 years? Please clarify in the EOI Evaluation Report what was the interpretation of this criteria.
3. The lead member of a JV should be listed first in the STEP system. Please correct the listing accordingly.
4. Some of the firm names are not consistent with the recommended consultants as mentioned in the EOI Report. Examples include: Dar Al Handasah Consultants (Shair and Partners), KHATIB AND AALAMI CONSOLIDATED ENGINEERING COMPANY S.A.L. M/S. MM PAKISTAN (PVT.) LTD. Please recheck names to ensure that:
 - a. The lead member is entered as the first firm of a joint venture in STEP
 - b. Complete full name is entered for each firm (member of a joint venture) along with the full address details

Specific

1. Eoi-5: KAISER / APCO TEKNIC / SMEC / ZEERUK / LOYA / EGC

- a. This joint venture has shown related specific experience, but the value of investments is missing. Please add the missing information. If it was not provided in response to your query then please mention it. (e.g. replace "-" with "Not provided").
- b. It is recorded that one of the members had "negative" net worth in 2016. This may not mean the financial status of that firm is not satisfactory. A stated earlier, please clarify upfront in the report the interpretation of the REOI financial criteria that the CSC followed because it was not clear in the REOI.

2. Eoi-6: KHATIB & ALAMI / OSMANI / NAMA / PROF. POLLALIS CONSULTING / HALCRO

For Prof. Pollalis Consulting, the EOI Report states "Core business: individual consultant in the field of design, technology and management (urban planning, infrastructure)". As an individual cannot be a member of JV,

<https://mail.google.com/mail/u/0/?ik=89d1bffc6b6&view=pt&search=all&permmsgid=msg-f%3A1679505176317570725&simpl=msg-f%3A1679505176317570725> 1/2

please confirm that Prof. Pollalis Consulting is a firm and not an individual consultant. In case of an individual, this consultant should be removed from the joint venture and the Eol Report should be revised accordingly.

3. Eol-10: SCE / Hill International / Logit / HHO / Exponent

Include explicitly how this JV meets the requirements of specific experience (number of projects and value of investment).

Comments on RFP

Please refer to the attached commented RFP.


Please revise and resubmit the EOI Report and the RFP for the Bank's prior review. Thank you.

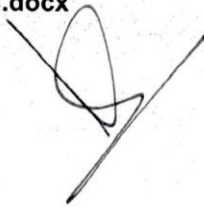
Best regards,

Said

STEP System Users - [Click here](#)

Bank Users - [Click here](#)

 **KMP_RFP_17Sept2020-edited_WBcomments.docx**
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Received on 3rd Oct 2020
through email

Annexure A

1

SELECTION OF CONSULTANTS

Request for Proposals Consulting Services

Procurement of:

*Consulting Services for Preparation of
Detailed Design, Procurement Support and Construction
Supervision for
Karachi Mobility Project
(Yellow Bus Rapid Transit)*

RFP No: PK-SMTA-122605-CS-QCBS

Client: Sindh Mass Transit Authority, Karachi

Country: Islamic Republic of Pakistan

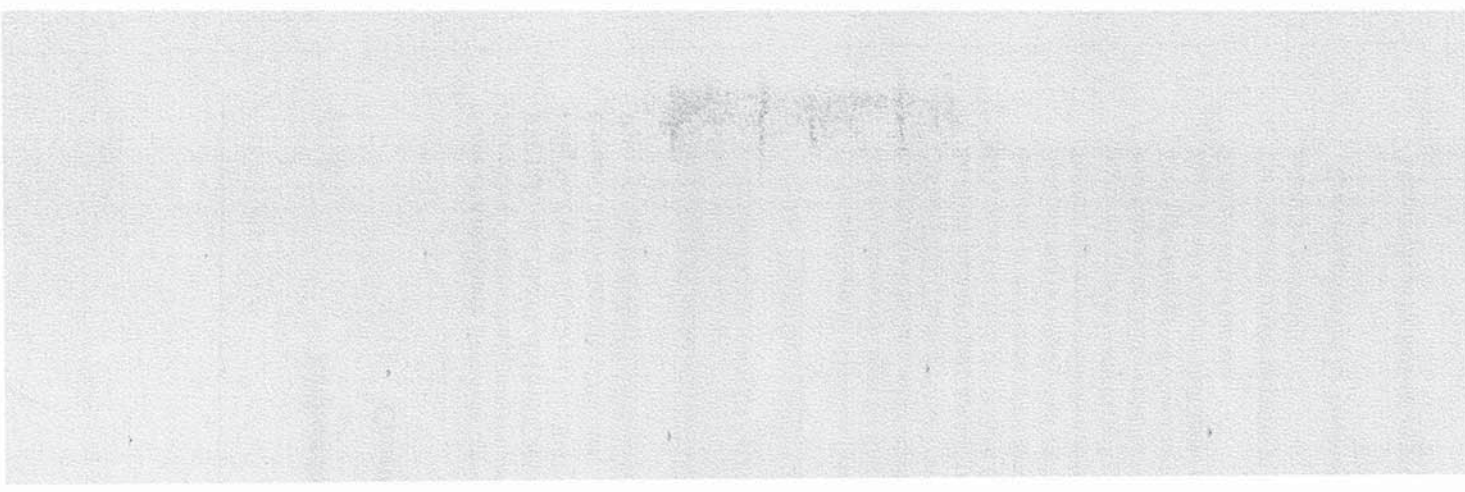
Issued on: [insert date when RFP is sent to shortlisted firms]

TABLE OF CONTENT

| | |
|--|-----|
| PART I..... | 3 |
| Section 1. Request for Proposal Letter | 3 |
| Section 2. Instructions to Consultants and Data Sheet | 7 |
| Section 3. Technical Proposal – Standard Forms | 424 |
| Section 4. Financial Proposal - Standard Forms..... | 59 |
| Section 5. Eligible Countries | 71 |
| Section 6. Fraud and Corruption..... | 73 |
| Section 7. Terms of Reference..... | 75 |
| PART II..... | 130 |
| Section 8. Conditions of Contract and Contract Forms | 130 |
| PART III | 227 |
| Section 9. Notification of Intention to Award and Beneficial Ownership Forms | 227 |

PART I

Section 1. Request for Proposal Letter



Request for Proposal Letter

Consulting Services

Name of Assignment: Consulting Services in Preparation of Detailed Design, Procurement Support and Construction Supervision for Yellow Bus Rapid Transit Corridor

RFP Reference No.: PK-SMTA-122605-CS-QCBS

Loan No./Credit No./ Grant No.: IBRD-89950

Country: Islamic Republic of Pakistan

Date: [insert date when RFP is sent to shortlisted firms]

[insert: Name and Address of Consultant. In case of a Joint Venture (JV), full name of the JV and the names of each member as in the submitted Expression of Interest shall be used. For each shortlisted consultant there has to be a separate letter.]

Dear Mr. /Ms.: [redacted]

1. The Islamic Republic of Pakistan [hereinafter called "the Borrower"] has received financing from the International Bank for Reconstruction and Development (IBRD) [the "Bank"] in the form of a loan [hereinafter called "loan"] toward the cost of Karachi Mobility Project (Yellow BRT). The Sindh Mass Transit Authority [the SMTA], an implementing agency of the Client, intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of the Sindh Mass Transit Authority and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the loan agreement. The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Sindh Mass Transit Authority shall derive any rights from the loan agreement or have any claims to the proceeds of the loan.

2. The Client now invites proposals to provide the following consulting services [hereinafter called "the Services"]:

Consulting Services for Preparation of Detailed Design, Procurement Support and Construction Supervision.

More details on the Services are provided in the Terms of Reference (Section 7).

3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:

- i. M/s Typsa (Spain) JV M/s Mott MacDonald (Pakistan)
- ii. M/s Khatib & Alami (Lebanon) JV M/s Osmani & Company (Pakistan) JV M/s Nama Consulting Engineers & Planners JV M/s Prof. Dr S.N. Pollalis Inc JV M/s Halcrow (Pakistan)
- iii. M/s SCE (France) JV M/s Hill International JV M/s Logit JV M/s HHO JV M/s Exponent (Pakistan)
- iv. M/s Dar-al-Handasa (Lebanon) in JV with M/s NESPAK (Pakistan)

4. It is not permissible to transfer this RFP to any other firm.

5. A firm will be selected under Quality and Cost Based Selection [QCBS] procedures and in a Full Technical Proposal [FTP] format as described in this RFP, in accordance with the Bank's "Procurement Regulations for IPF Borrowers" July 2016, revised November 2017 and August 2018 ["the Procurement Regulations"], which can be found at the following website: www.worldbank.org

The RFP includes the following documents:

- Section 1 – Request for Proposals Letter
- Section 2 - Instructions to Consultants and Data Sheet
- Section 3 - Technical Proposal (FTP) - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 – Eligible Countries
- Section 6 – Fraud and Corruption
- Section 7 - Terms of Reference
- Section 8 - Standard Forms of Contract (Time-Based and Lump-Sum)

6. Please inform us by [insert date], in writing at

Project Director (Karachi Mobility Project)
Sindh Mass Transit Authority
Transport & Mass Transit Department, Government of Sindh
House # D-43; Block 2; Scheme No. 5; Kehkashan, Clifton, Karachi, Pakistan
 or by E-mail to kmp.infra.smta@gmail.com

- (a) that you have received this Request for Proposals; and
- (b) whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).

7. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful Consultant's beneficial ownership, as part of the Contract

Award Notice, using the Beneficial Ownership Disclosure Form as included in the Request for Proposals.

8. Details on the proposal's submission date, time and address are provided in ITC 17.7 and ITC 17.9.

Yours sincerely,

Project Director (Karachi Mobility Project)
Sindh Mass Transit Authority
Transport & Mass Transit Department, Government of Sindh
House # D-43; Block 2; Scheme No. 5; Kehkashan, Clifton, Karachi, Pakistan
E-mail: pd.kmp.ylc@gmail.com ; kmp.infra.smta@gmail.com

Section 2. Instructions to Consultants and Data Sheet

TABLE OF CONTENT

| | |
|---|---|
| A. General Provisions | <u>Error! Bookmark not defined.</u> ¹⁷ |
| 1. Definitions..... | <u>Error! Bookmark not defined.</u> ¹⁷ |
| 2. Introduction..... | <u>Error! Bookmark not defined.</u> ²⁰ |
| 3. Conflict of Interest | <u>Error! Bookmark not defined.</u> ²⁰ |
| 4. Unfair Competitive Advantage | <u>Error! Bookmark not defined.</u> ²² |
| 5. Fraud and Corruption | <u>Error! Bookmark not defined.</u> ²² |
| 6. Eligibility | <u>Error! Bookmark not defined.</u> ²² |
| B. Preparation of Proposals..... | <u>Error! Bookmark not defined.</u> ²⁴ |
| 7. General Considerations..... | <u>Error! Bookmark not defined.</u> ²⁴ |
| 8. Cost of Preparation of Proposal | <u>Error! Bookmark not defined.</u> ²⁴ |
| 9. Language | <u>Error! Bookmark not defined.</u> ²⁴ |
| 10. Documents Comprising the Proposal..... | <u>Error! Bookmark not defined.</u> ²⁴ |
| 11. Only One Proposal | <u>Error! Bookmark not defined.</u> ²⁴ |
| 12. Proposal Validity..... | <u>Error! Bookmark not defined.</u> ²⁵ |
| 13. Clarification and Amendment of RFP | <u>Error! Bookmark not defined.</u> ²⁶ |
| 14. Preparation of Proposals Specific Considerations | <u>Error! Bookmark not defined.</u> ²⁶ |
| 15. Technical Proposal Format and Content..... | <u>Error! Bookmark not defined.</u> ²⁷ |
| 16. Financial Proposal..... | <u>Error! Bookmark not defined.</u> ²⁸ |
| C. Submission, Opening and Evaluation | <u>Error! Bookmark not defined.</u> ²⁸ |
| 17. Submission, Sealing, and Marking of Proposals..... | <u>Error! Bookmark not defined.</u> ²⁸ |
| 18. Confidentiality | <u>Error! Bookmark not defined.</u> ³⁰ |
| 19. Opening of Technical Proposals | <u>Error! Bookmark not defined.</u> ³⁰ |
| 20. Proposals Evaluation..... | <u>Error! Bookmark not defined.</u> ³¹ |
| 21. Evaluation of Technical Proposals..... | <u>Error! Bookmark not defined.</u> ³¹ |
| 22. Financial Proposals for QBS..... | <u>Error! Bookmark not defined.</u> ³¹ |
| 23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods) | <u>Error! Bookmark not defined.</u> ³¹ |
| 24. Correction of Errors | <u>Error! Bookmark not defined.</u> ³³ |
| 25. Taxes | <u>Error! Bookmark not defined.</u> ³³ |

| | | |
|--|-------------------------------------|---------------|
| 26. Conversion to Single Currency | <u>Error! Bookmark not defined.</u> | 34 |
| 27. Combined Quality and Cost Evaluation | <u>Error! Bookmark not defined.</u> | 34 |
| D. Negotiations and Award..... | <u>Error! Bookmark not defined.</u> | 34 |
| 28. Negotiations | <u>Error! Bookmark not defined.</u> | 34 |
| 29. Conclusion of Negotiations..... | <u>Error! Bookmark not defined.</u> | 36 |
| 30. Standstill Period | <u>Error! Bookmark not defined.</u> | 36 |
| 31. Notification of Intention to Award | <u>Error! Bookmark not defined.</u> | 36 |
| 32. Notification of Award | <u>Error! Bookmark not defined.</u> | 37 |
| 33. Debriefing by the Client..... | <u>Error! Bookmark not defined.</u> | 38 |
| 34. Signing of Contract | <u>Error! Bookmark not defined.</u> | 38 |
| 35. Procurement Related Complaint | <u>Error! Bookmark not defined.</u> | 38 |
| E. Data Sheet..... | | <u>3</u> 39 |

Instructions to Consultants

A. General Provisions

1. Definitions

- (a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.
- (c) "Bank" means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (d) "Borrower" means the Government, Government agency or other entity that signs the *[loan/financing/grant]* agreement with the Bank.
- (e) "Client" means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (f) "Client's Personnel" is as defined in Clause GCC 1.1(e).
- (g) "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (h) "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (i) "Contractor" is as defined in Clause GCC 1.1(h).
- (j) "Contractor's Personnel" is as defined in Clause GCC 1.1(i).
- (k) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (l) "Day" means a calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays.

¹ ["loan agreement" term is used for IBRD loans; "financing agreement" is used for IDA credits; and "grant agreement" is used for Recipient-Executed Trust Funds administered by IBRD or IDA]

- (m) "ES" means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)).
- (n) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (o) "Government" means the government of the Client's country.
- (p) "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;
- (q) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (r) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.
- (s) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (t) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (u) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
- (v) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.
- (w) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (x) "Sexual Exploitation and Abuse" "(SEA)"* means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes,

including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

(y) **"Sexual Harassment"** **"(SH)"*** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, Contractor's (if applicable) or Client's Personnel.

(z) **"SPD - RFP"** means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.

(aa) **"Services"** means the work to be performed by the Consultant pursuant to the Contract.

(bb) **"Sub-consultant"** means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.

(cc) **"Terms of Reference (TORs)"** (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

*In the context of supervision of infrastructure contracts (such as Works or Plant) and other consulting services where the social risks are substantial or high, a non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct form in Section 3.

2. Introduction

2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the **Data Sheet**.

2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.

3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting Activities

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting Assignments

(ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another

assignment of the Consultant for the same or for another Client.

c. Conflicting Relationships

- (iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage

- 4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** together with this RFP all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Fraud and Corruption

- 5.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section 6.

- 5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

6. Eligibility

- 6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the applicable Procurement Regulations.

6.3 As an exception to the foregoing ITC 6.1 and ITC 6.2 above:

a. Sanctions

6.3.1 A Consultant that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI, Fraud and Corruption, paragraph 2.2 d., shall be ineligible to be shortlisted for, submit proposals for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the PDS.

b. Prohibitions

6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

c. Restrictions for State-Owned Enterprises

6.3.3 State-owned enterprises or institutions in the Borrower's country may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.

d. Restrictions for Public Employees

6.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless:

- (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and
- (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.

e. Borrower Debarment

6.3.5 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the Data Sheet.

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.

10.2 If specified in the Data Sheet, the Consultant shall include a statement of an undertaking of the Consultant to observe,

in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).

10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

11. Only One Proposal

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

12. Proposal Validity

12.1 Proposals shall remain valid until the date specified in the **Data Sheet** or any extended date if amended by the Client in accordance with ITC 13.1.1.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5.

a. Extension of Validity Period

12.4 The Client will make its best effort to complete the negotiations and award the contract within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.

12.9 The Consultant shall not subcontract the whole of the Services.

c. Sub-Contracting

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them.

The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

- 13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals Specific Considerations

- 14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

15. Technical Proposal Format and Content

- 15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet**. The Technical Proposal shall not include any financial

information. A Technical Proposal containing material financial information shall be declared non-responsive.

- 15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

- 15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

16. Financial Proposal

- 16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

- a. Price Adjustment
16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

- b. Taxes
16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.

- c. Currency of Proposal
16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

- d. Currency of Payment
16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals
17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL"

information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "Copy" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked "TECHNICAL PROPOSAL", "[Name of the Assignment]", [reference number], [name and address of the Consultant], and with a warning "DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]."

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked "FINANCIAL PROPOSAL", "[Name of the Assignment]", [reference number], [name and address of the Consultant], and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL."

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant's name and the address, and shall be clearly marked "Do Not Open Before [insert the time and date of the submission deadline indicated in the Data Sheet]".

17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.

18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank's sanctions procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it shall do so only in writing.

19. Opening of Technical Proposals

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who

choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 23.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

20.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its "no objection", if applicable.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

22. Financial Proposals for QBS

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are

returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)

23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:

- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and
- (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:

- (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and
- (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

23.3 The opening date should allow the Consultants sufficient time to make arrangements for attending the opening and shall be no less than seven (7) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2.

23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in

the **Data Sheet**) is optional and is at the Consultant's choice.

- 23.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.

24. Correction of Errors

- 24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based Contracts

- 24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (subtotal) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump-Sum Contracts

- 24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices

in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.

25. Taxes 25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

26. Conversion to Single Currency 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

27. Combined Quality and Cost Evaluation

a. Quality and Cost-Based Selection (QCBS) 27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.

b. Fixed-Budget Selection (FBS) 27.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the **Data Sheet** shall be rejected.

27.3 The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

c. Least-Cost Selection 27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a Consultant to negotiate the Contract.

D. Negotiations and Award

28. Negotiations

- 28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
- 28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

a. Availability of Key Experts

- 28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical Negotiations

- 28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial Negotiations

- 28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher

than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FTN-3: Financial Negotiations – Breakdown of Remuneration Rates.

29. Conclusion of Negotiations

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initiated by the Client and the Consultant's authorized representative.

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

30. Standstill Period

30.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITC 33. The Standstill Period commences the day after the date the Client has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

31. Notification of Intention to Award

31.1 The Client shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Consultant with whom the client successfully negotiated a contract;
- (b) the contract price of the successful Proposal;
- (c) the names of all Consultants included in the short list, indicating those that submitted Proposals;

- (d) where the selection method requires, the price offered by each Consultant as read out and as evaluated;
- (e) the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;
- (f) the final combined scores and the final ranking of the Consultants;
- (g) a statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;
- (h) the expiry date of the Standstill Period; and
- (i) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.

32. Notification of Award 32.1 Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. If specified in the Data Sheet, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.

Contract Award Notice

Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Client;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
- (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor;
- (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and.

- (f) successful Consultant's Beneficial Ownership Disclosure Form, if specified in Data Sheet ITC 32.1.

32.2 The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's Country, or in the official gazette. The Client shall also publish the contract award notice in UNDB online

33. Debriefing by the Client

33.1 On receipt of the Client's Notification of Intention to Award referred to in ITC 31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.

33.2 Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period

33.3 Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

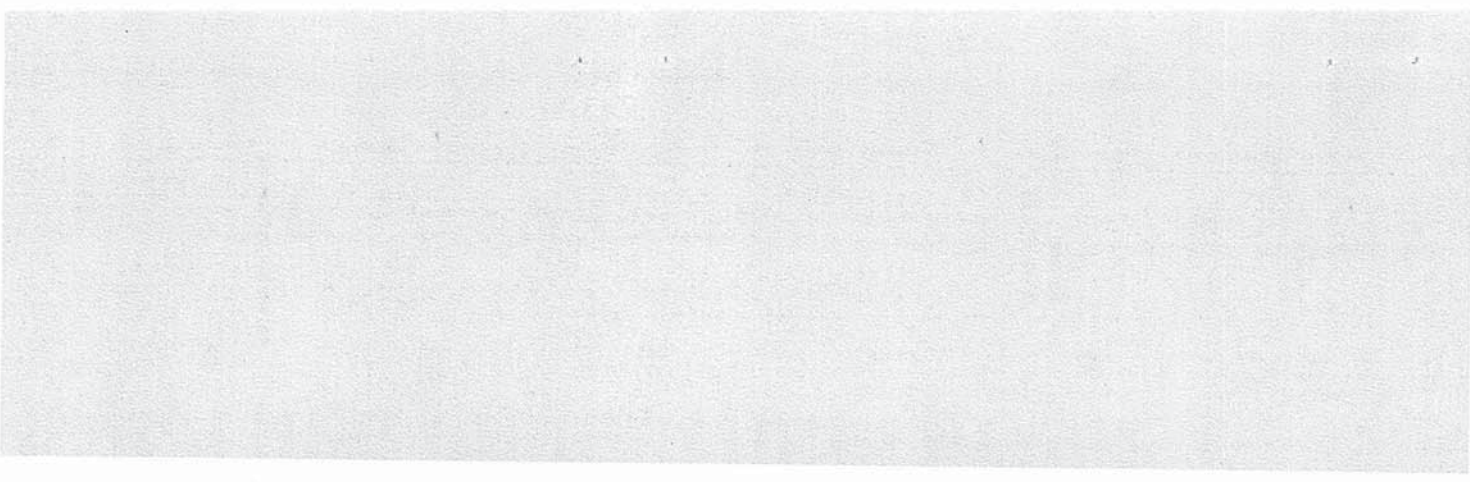
33.4 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear their own costs of attending such a debriefing meeting

34. Signing of Contract

34.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

34.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

**35. Procurement
Related
Complaint** 35.1 The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**.



Section 2. Instructions to Consultants

E. Data Sheet

| ITC Reference | A. General |
|---------------|--|
| 1 (b) | Islamic Republic of Pakistan |
| 2.1 | <p>Name of the Client: Sindh Mass Transit Authority</p> <p>Method of selection: Quality and Cost Based Selection (QCBS) as per the Procurement Regulations (available on www.worldbank.org)</p> |
| 2.2 | <p>Financial Proposal to be submitted together with Technical Proposal:</p> <p>Yes</p> <p>The name of the assignment is: Consulting Services for Preparation of Detailed Design, Procurement Support and Construction Supervision for Karachi Mobility Project (Yellow BRT)</p> |
| 2.3 | <p>A pre-proposal conference will be held: Yes (due to the global pandemic of Covid-19, a virtual Pre-Proposal meeting will be arranged)</p> <p>Date of pre-proposal conference: _____</p> <p>Time: _____</p> <p>Address: House # D-43; Block 2; Scheme No. 5; Kehkashan, Clifton, Karachi, Pakistan</p> <p>E-mail: kmp.infra.smta@gmail.com pd.kmp.vlc@gmail.com</p> <p>Contact person/conference coordinator: Muhammad Yousuf Munir (Director Infrastructure / Projects, SMTA) Cell Phone: +92-321-877-3979</p> |
| 2.4 | <p>The Client may provide following to facilitate the preparation of the proposals upon request:</p> <p>Preliminary Design drawings, Cost Estimates, Design Report, Environmental Impact Assessment (EIA) Report, Social Impact Assessment (SIA) Report, Compensation and Livelihood Rehabilitation Plan (CLRP) Report and Road Safety</p> |

Commented [HR1]: It may not be feasible to restrict this event to only virtual meeting. Since in Pakistan, all offices are now open and working normally. Please consider replacing the provisions with 'due to the global pandemic of Covid-19, a Pre-Proposal meeting will be arranged with the limited physical participation (1 member from each JP). There will be facility available to join the pre-proposal conference virtually and the connection details would be provided 2 days prior to the actual date of the meeting.'

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| | Audit Report for the Karachi Mobility Project [to be provided in the form of CD / USB] |
| 4.1 | <p>The data mentioned at 2.4 above please note that all Data and Reports has been prepared as a result of during the preparation of the preliminary design of the Yellow BRT corridor by M/s NESPAK shall be available to the shortlisted consultants. This data may be available to all short-listed consultants upon request. This is to mitigate the competitive advantages. This is to warrant fairness and transparency throughout the procurement process.</p> |
| 6.3.1 | A list of debarred firms and individuals is available at the Bank's external website: www.worldbank.org/debar |
| B. Preparation of Proposals | |
| 9.1 | <p>This RFP has been issued in the English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language.</p> |
| 10.1 | <p>The Proposal shall comprise the following:</p> <p>1st Inner Envelope with the Technical Proposal:</p> <ol style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 (8) TECH-7 Code of Conduct (ESHS) - The Consultant shall submit the Code of Conduct that will apply to the Consultant's Key Experts and Non-Key Experts, to ensure compliance with good/satisfactory Environmental, Social, Health and Safety (ESHS) practice. In addition, the Consultant shall submit an outline of how this Code of Conduct will be implemented. The successful Consultant shall be required to implement the agreed Code of Conduct upon contract award. <p>AND</p> |

Commented [HR2]: Sharing of available data to the shortlisted interested consultants are mandatory. Please replace "may" with "shall".

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| | <p>2nd Inner Envelope with the Financial Proposal:</p> <p>(1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (5) Statement of Undertaking</p> <p><u>Note: Refer to the requirement in Section 4. Financial Proposal - Standard Forms about separate financial proposals for the two phases of assignments</u></p> |
| 10.2 | <p>Statement of Undertaking is required</p> <p>Yes</p> |
| 11.1 | <p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</p> <p>No</p> |
| 12.1 | <p>Proposals must remain valid for 150 calendar days after the proposal submission deadline.</p> |
| 13.1 | <p>Clarifications may be requested no later than 14 calendar days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is:</p> <p>Project Director (Karachi Mobility Project) Sindh Mass Transit Authority Transport & Mass Transit Department, Government of Sindh House # D-43; Block 2; Scheme No. 5; Kehkashan, Clifton, Karachi, Pakistan E-mail: kmp.infra.smta@gmail.com pd.kmp.vlc@gmail.com</p> |
| 14.1.1 | <p>Shortlisted Consultants may associate with</p> <p>(a) non-shortlisted consultant(s): No</p> <p>Or</p> <p>(b) other shortlisted Consultants: No</p> |

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| 14.1.2 | <p>Estimated input of Key Experts' time-input: Phase-1 (Detailed Design and Procurement Support): 50 person-months Phase-2 (Construction Supervision and DNP): 153 person-months</p> |
| 14.1.3 | <p>The Consultant's Proposal must include the <u>minimum</u> Key Experts' time-input of: Phase-1 (Detailed Design and Procurement Support): 50 person-months Phase-2 (Construction Supervision and DNP): 153 person-months For the evaluation and comparison of Proposals only: If a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows: The missing time-input is multiplied by the <i>highest</i> remuneration rate for a Key Expert in the Consultant's Proposal and <u>added</u> to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will <u>not</u> be adjusted.</p> |
| 14.1.4 and 27.2 | Not applicable |
| 15.2 | <p>The format of the Technical Proposal to be submitted is: FTP. Submission of the Technical Proposal in a wrong format <i>may</i> lead to the Proposal being deemed <u>non-responsive</u> to the RFP requirements.</p> |
| 16.1 | <ol style="list-style-type: none"> (1) a per diem allowance, including accommodation, for experts for every day of absence from the home office for the purposes of the Services; (2) cost of international travel by the most appropriate means of transport and the most direct practicable route; (3) cost of local transportation; (4) cost of office accommodation, including overheads and back-stop support, <u>excluding the site office and laboratory excluding the facilities at construction sites and laboratory;</u> (5) communications costs; (6) cost of purchase or rent or freight of any equipment required to be provided by the Consultants; |

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| | (7) cost of reports production (including printing) and delivering to the Client; (8) other allowances where applicable |
| 16.2 | A price adjustment provision applies to remuneration rates: Yes (applicable only for the Phase 2 of the assignment – Construction Supervision and DNP), for local inflation. |
| 16.3 | Information on the Consultant's tax obligations in the Client's country can be found at Federal Board of Revenue [https://www.fbr.gov.pk] and Sindh Revenue Board [https://www.srb.gos.pk] |
| 16.4 | The Financial Proposal shall be stated in the following currencies: Consultant may express the price for their Services, inclusive of all direct & indirect taxes applicable in the Client's Country, in any fully convertible currency, singly or in combination of up to three foreign currencies. The Financial Proposal should state local costs in the Client's country currency (local currency): Yes |
| C. Submission, Opening and Evaluation | |
| 17.1 | The Consultants shall not have the option of submitting their Proposals electronically. |
| 17.4 | The Consultant must submit: (a) Technical Proposal: one (1) original and two (2) copies, and one (1) scanned copy in pdf on a CD/USB ; (b) Financial Proposal: one (1) original. And one (1) scanned copy in pdf on a CD / USB as a part of and included in sealed envelope. In case of discrepancy between the hardcopy and scanned copy, the hardcopy shall prevail. |
| 17.7 and 17.9 | The Proposals must be submitted no later than: Date: _____ |

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| | <p>Time: 14:00 local time</p> <p>The Proposal submission address is:</p> <p>Sindh Mass Transit Authority Transport & Mass Transit Department, Government of Sindh House # D-43; Block 2; Scheme No. 5; Kehlhashan, Clifton, Karachi, Pakistan</p> |
| 19.1 | <p>An online option of the opening of the Technical Proposals is offered:</p> <p>No</p> <p>The opening shall take place at:</p> <p>Sindh Mass Transit Authority Transport & Mass Transit Department, Government of Sindh House # D-43; Block 2; Scheme No. 5; Kehlhashan, Clifton, Karachi, Pakistan</p> <p>Date: same as the submission deadline indicated in 17.7.</p> <p>Time: 14:30 local time</p> |
| 19.2 | <p>In addition, the following information will be read aloud at the opening of the Technical Proposals:</p> <p>N/A</p> |
| 21.1 (for FTP) | <p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <p>The Technical Evaluation would be carried out considering the <u>two</u> distinct Phases of the Project. The Consultants would be <u>required to qualify both the Phases</u> by meeting the minimum qualification points.</p> <p>Phase I: Design and Procurement Support Services</p> <p>I. Experience of the Consultant: 10 Points <i>[Notes to Consultant: the Client will assess whether the Consultant has experience in preparing detailed design and providing procurement support in Bus Rapid Transit (BRT) projects in Asia and the number of such completed projects]</i></p> <p>Specific</p> <p>II. Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (Design): 30 Points</p> |

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| | <p><i>[Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]</i></p> <p>III. Key Experts' qualifications and competence for the Assignment:</p> <p>K</p> <p><i>[Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant]</i></p> <p>a) <i>Team Leader Design (Urban Road & BRT System Expert): 20 Points</i></p> <p>b) <i>Senior BRT Design Expert: 10 Points</i></p> <p>c) <i>Senior Structural/Bridge Engineer: 10 points</i></p> <p>d) <i>Senior Pavement Engineer: 10 points</i></p> <p>e) <i>Procurement Specialist: 10 points</i></p> <p>Total for criterion (III): 60 Points</p> <p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <ol style="list-style-type: none"> 1) General qualifications (general education, training, and experience): 15% 2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): 75% 3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): 10 % <p>Total weight: 100%</p> <p>Total for the Phase 1 (I+II+III): 100 Points</p> <p>Technical score required to pass the Phase 1: 75 Points</p> |
| | <p>Phase 2: Construction Supervision</p> <p>IV. Specific Experience of the Consultant: 10 Points</p> <p><i>[Notes to Consultant: the Client will assess whether the Consultant has experience in providing construction supervision services in Bus Rapid Transit (BRT) projects in Asia and the number of such completed projects]</i></p> |

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| | <p>V. Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (Supervision): 20 Points</p> <p><i>[Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]</i></p> <p>VI. Key Experts' qualifications and competence for the Assignment:</p> <p><i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p> <p>a) <i>Chief Resident Engineer (CRE): 25 Points</i></p> <p>b) <i>Resident Engineer (Bus Depots + Jam Sadiq Bridge): 15 Points</i></p> <p>c) <i>Resident Engineer (Civil Works): 15 points</i></p> <p>d) <i>Senior Contract Management Expert: 15 Points</i></p> <p style="text-align: right;">Total points for criterion (VI): 70</p> <p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <ol style="list-style-type: none"> 1) General qualifications (general education, training, and experience): <u>15 %</u> 2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments) <u>75%</u> 3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc <u>10 %</u> <p style="text-align: right;">Total weight: 100%</p> <p>Total for the Phase 2 (IV+V+VI): 100 Points</p> <p>Technical score required to pass the Phase 2: 75 Points</p> <p>Minimum technical score (St) required to pass: 75% each of Phase 1 & 2</p> |
| | Public Opening of Financial Proposals |
| 23.4 | <p>An online option of the opening of the Financial Proposals is offered:</p> <p style="text-align: center;">No</p> |

| | |
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| 23.5 | <p>Following the completion of the evaluation of the Technical Proposals, the Client will notify all Consultants of the location, date and time of the public opening of Financial Proposals.</p> <p>Any interested party who wishes to attend this public opening should contact:</p> <p>Project Director (Karachi Mobility Project) Sindh Mass Transit Authority Transport & Mass Transit Department, Government of Sindh House # D-43; Block 2; Scheme No. 5; Kerkashan, Clifton, Karachi, Pakistan E-mail: pd.kmp.vlc@gmail.com kmp.infra.smta@gmail.com</p> <p>and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above.</p> |
| 25.1 | <p>For the purpose of the evaluation, the Client will <i>exclude</i>:</p> <p>(a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and</p> <p>(b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country.</p> <p>If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p> |
| 26.1 | <p>The single currency for the conversion of all prices expressed in various currencies into a single one is USD (United Stated Dollar).</p> <p>The official source of the selling (exchange) rate is: State Bank of Pakistan</p> <p>The date of the exchange rate is: seven (7) days before the submission of proposals</p> |
| 27.1 (QCBS only) | <p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> |

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| | <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 0.8, and P = 0.2</p> <p>Proposals are ranked according to their <i>combined</i> technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.</p> <p>Proposals are ranked according to their <i>combined</i> technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.</p> <p>Note: (1) St is the sum of technical scores of the two phases. (2) Sf is based on the total price for two phases.</p> |
| | <p align="center">D. Negotiations and Award</p> |
| 28.1 | <p>Expected date and address for contract negotiations: Date: December 2020 Address: Sindh Mass Transit Authority Government of Sindh House # D-43; Block 2; Scheme No. 5; Kehlhashan, Clifton, Karachi, Pakistan</p> |
| 32.1 | <p>The successful Consultant shall submit the Beneficial Ownership Disclosure Form.</p> |
| 34.2 | <p>Expected date for the commencement of the Services: Date: January 2021 at Sindh Mass Transit Authority, Karachi, Pakistan</p> |
| 35.1 | <p>The procedures for making a Procurement-related Complaint are detailed in the "Procurement Regulations for IPF Borrowers (Annex III)." If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:</p> |

For the attention: Secretary (Transport & Mass Transit Department – Government of Sindh)

Client: Sindh Mass Transit Authority, Transport & Mass Transit Department, Government of Sindh

Email address: secretarytransport@sindh@gmail.com

Telephone number: +92-21-99211017

In summary, a Procurement-related Complaint may challenge any of the following:

1. the terms of this Request for Proposal;
2. the Client's decision to exclude a Consultant from the procurement process prior to the award of contract; and
3. the Client's decision to award the contract.

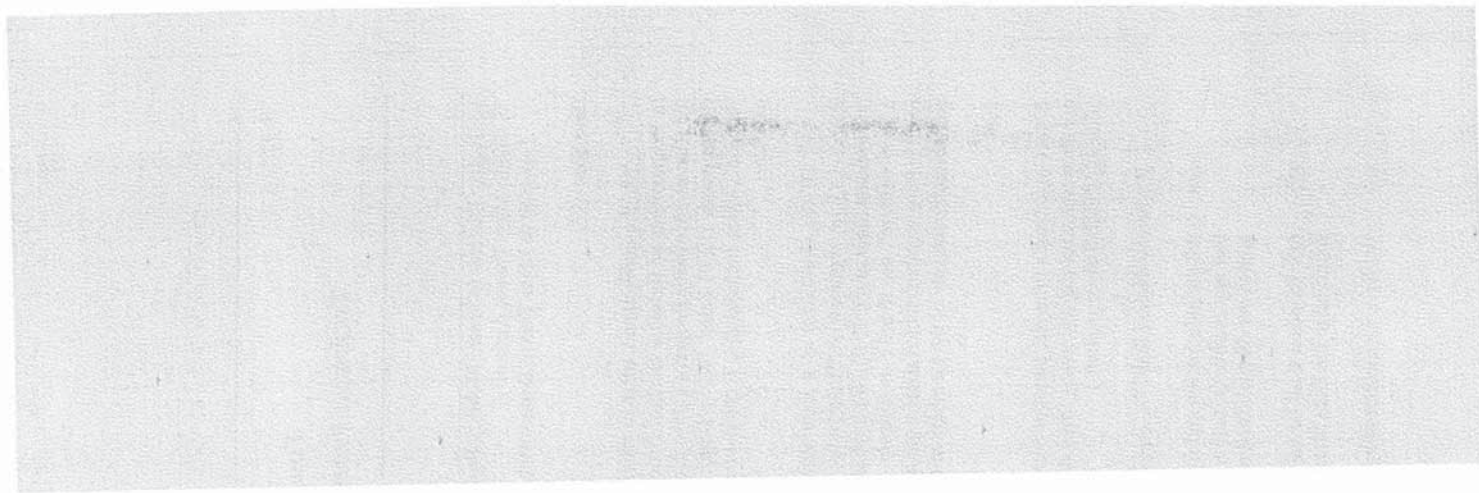
Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

CHECKLIST OF REQUIRED FORMS

| Required for FTP or STP ✓ | | FORM | DESCRIPTION | Page Limit |
|---------------------------------|-----|----------------------|---|------------|
| FTP | STP | | | |
| ✓ | ✓ | TECH-1 | Technical Proposal Submission Form. | 2 |
| ✓ If applicable | | TECH-1 Attachment | If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement. | 5 |
| | | Power of Attorney | No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members | 5 |
| ✓ If applicable | | | | |
| ✓ | | TECH-2 | Consultant's Organization and Experience. | 20 |
| ✓ | | TECH-2A | A. Consultant's Organization | 5 |
| ✓ | | TECH-2B | B. Consultant's Experience | 15 |
| ✓ | | TECH-3 | Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client. | 10 |
| ✓ | | TECH-3A | A. On the Terms of Reference | 5 |
| ✓ | | TECH-3B | B. On the Counterpart Staff and Facilities | 5 |
| ✓ | ✓ | TECH-4 | Description of the Approach, Methodology, and Work Plan for Performing the Assignment | 40 |
| ✓ | ✓ | TECH-5 | Work Schedule and Planning for Deliverables | 3 |
| ✓ | ✓ | TECH-6 | Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV) | 75 |
| ✓ | ✓ | TECH-7 | Code of Conduct (ES) | 3 |

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.



FORM TECH-1
TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: Project Director (Karachi Mobility Project)
 Sindh Mass Transit Authority,
 Transport & Mass Transit Department, Government of Sindh

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **Consulting Services in Preparation of Detailed Design, Procurement Support and Construction Supervision for Karachi Mobility Project (Yellow Bus Rapid Transit)** in accordance with your Request for Proposals (RFP) dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant's Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, ITC 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.

- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank's policy in regard to Fraud and Corruption as per ITC 5.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Client's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- (g) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 28.4 may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 34.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Signature (of Consultant's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name or JV's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address} _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)**CONSULTANT'S ORGANIZATION AND EXPERIENCE**

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership. *[If required under Data Sheet ITC 32.1, the successful Consultant shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last 10 years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

| Duration | Assignment name/& brief description of main deliverables/outputs | Name of Client & Country of Assignment | Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm | Role on the Assignment |
|---------------------------|--|--|---|------------------------------------|
| {e.g., Jan.2009–Apr.2010} | {e.g., "Improvement quality of.....", designed master plan for rationalization of; } | {e.g., Ministry of, country} | {e.g., US\$1 mil/US\$0.5 mil} | {e.g., Lead partner in a JV A&B&C} |
| {e.g., Jan-May 2008} | {e.g., "Support to sub-national government.....": drafted secondary level regulations on.....; } | {e.g., municipality of....., country} | {e.g., US\$0.2 mil/US\$0.2 mil} | {e.g., sole Consultant} |

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal:

- a) Technical Approach and Methodology
 - b) Work Plan
 - c) Organization and Staffing
- a) *Technical Approach and Methodology.* {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks including the Environmental, Social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), Health and Safety (ESHS) aspects] to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) *Work Plan.* {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) *Organization and Staffing.* {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

FORM TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

[illegible]

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

FORM TECH-6

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

| No | Name | Expert's input (in person/month) per each Deliverable (listed in TECH-5) | | | | | | | | | | Total time-input (in Months) |
|-----------------|-------------------|--|---------------------|-------|-------|-------|-------|------|-------|-------|--|---------------------------------|
| | | Position | D-1 | D-2 | D-3 | | D-... | Home | Field | Total | | |
| KEY EXPERTS | | | | | | | | | | | | |
| K-1 | {e.g., Mr. Abbab} | [Team Leader] | [Home] [2 month] | [1.0] | [1.0] | [0] | | | | | | |
| K-2 | | | | | | | | | | | | |
| K-3 | | | | | | | | | | | | |
| n | | | | | | | | | | | | |
| Subtotal | | | | | | | | | | | | |
| NON-KEY EXPERTS | | | | | | | | | | | | |
| N-1 | | [Home] | | | | | | | | | | |
| N-2 | | [Field] | | | | | | | | | | |
| n | | | | | | | | | | | | |
| Subtotal | | | | | | | | | | | | |
| Total | | | | | | | | | | | | |

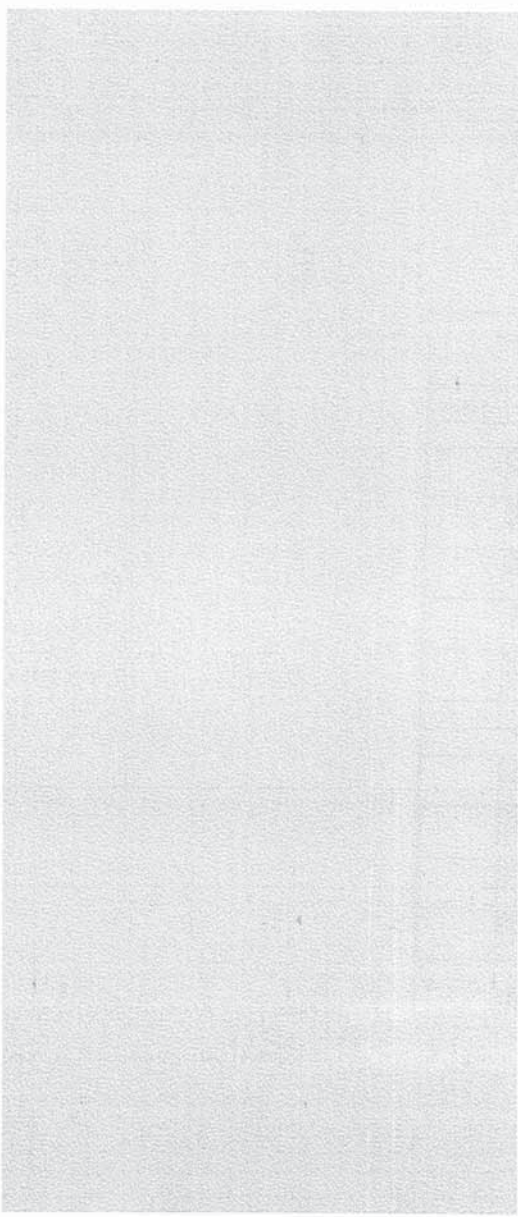
1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

- 2

Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3

"Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.
- Full time input

Part time input



**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

| | |
|----------------------------------|--------------------------|
| Position Title and No. | {e.g., K-1, TEAM LEADER} |
| Name of Expert: | {Insert full name} |
| Date of Birth: | {day/month/year} |
| Country of Citizenship/Residence | |

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

| Period | Employing organization and your title/position. Contact information for references | Country | Summary of activities performed relevant to the Assignment |
|--------------------------|---|---------|--|
| [e.g., May 2005-present] | [e.g., Ministry of advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbbb, deputy minister] | | |
| | | | |
| | | | |

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

| Detailed Tasks Assigned on Consultant's Team of Experts: | Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks |
|--|---|
| {List all deliverables/tasks as in TECH- 5 in which the Expert will be involved} | |
| | |
| | |

Expert's contact information: (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

| | | |
|----------------|-----------|--------------------|
| Name of Expert | Signature | Date |
| | | { day/month/year } |

| | | |
|---|-----------------------------------|--------------------|
| Name of authorized Representative of the Consultant | Signature | Date |
| | (the same who signs the Proposal) | { day/month/year } |

FORM TECH-7 (FOR FTP AND STP))

Note to the Consultant:

The minimum content of the Code of Conduct form as set out by the Client shall not be substantially modified. However, the Consultant may add requirements as appropriate, including to take into account Contract-specific issues/risks.

CODE OF CONDUCT FOR EXPERTS (ES) FORM

We are the Consultant, *[enter name of Consultant]*. We have signed a contract with *[enter name of Client]* for *[enter description of the Services]*. These Services will be carried out at *[enter the Site and other locations where the Services will be carried out, as appropriate]*. Our contract requires us to implement measures to address environmental and social risks related to the Services, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Services. It applies to all Experts in places where the Services are being carried out.

This Code of Conduct identifies the behavior that we require from all Experts.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Experts shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Experts and any other person;
3. maintain a safe working environment including, as applicable, by:
 - a. ensuring that workplaces, equipment and processes under each person's control are safe and without risk to health;
 - b. wearing required personal protective equipment; and
 - c. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;

5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, Contractor's Personnel (if applicable) or Client's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client, or who makes use of grievance mechanism for Experts, if any, or the project's Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact *[enter name of the Consultant's social expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Consultant to handle these matters]* in writing at this address [] or by telephone at []; or
2. Call [] to reach the Consultant's hotline *(if any)* and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Experts may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact *[enter name of Consultant's contact person(s) with relevant experience]* requesting an explanation.

Name of Expert: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Consultant:

Signature: _____

Date: (day month year): _____

ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors constituting Sexual Harassment (SH)

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM
BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND
BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

The following non-exhaustive list is intended to illustrate types of prohibited behaviors:

- (1) Examples of sexual exploitation and abuse include, but are not limited to:
 - An Expert tells a member of the community that he/she can get them jobs related to the Services (e.g. cooking and cleaning) in exchange for sex.
 - An Expert that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
 - An Expert rapes, or otherwise sexually assaults a member of the community.
 - An Expert denies a person access to the Site unless he/she performs a sexual favor.
 - An Expert tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.
- (2) Examples of sexual harassment in a work context
 - An Expert comment on the appearance of another Expert (either positive or negative) and sexual desirability.
 - When An Expert complains about comments made by another Expert on his/her appearance, the other Expert comment that he/she is "asking for it" because of how he/she dresses.
 - Unwelcome touching of an Expert or Employer's Personnel by another Expert.
 - An Expert tells another Expert that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

Section 4. Financial Proposal - Standard Forms

(Notes to Consultant shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.)

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Reimbursable expenses

{Consultants to note that a separate financial proposal should be prepared for each phase and, in FIN-1, there should be clearly indicated separate price for each phase and a combined total for the two phases.}

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: Project Director (Karachi Mobility Project)
Sindh Mass Transit Authority,
Transport & Mass Transit Department, Government of Sindh

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Consulting Services in Preparation of Detailed Design, Procurement Support and Construction Supervision for Yellow Bus Rapid Transit Corridor in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal.

Our attached Financial Proposal is:

- for Phase 1, for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, [Insert "excluding"] of all indirect local taxes in accordance with ITC 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. [Please note that all amounts shall be the same as in Form FIN-2]; and
- for Phase 2, for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, [Insert "excluding"] of all indirect local taxes in accordance with ITC 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. [Please note that all amounts shall be the same as in Form FIN-2].

The total of our financial proposal for the two phases is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, [Insert "excluding"] of all indirect local taxes in accordance with ITC 25.1 in the Data Sheet. for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, excluding of all indirect local taxes in accordance with ITC 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. [Please note that all amounts shall be the same as in Form FIN-2].

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet, ITC 12.1.

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Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

| Name and Address of Agents | Amount and Currency | Purpose of Commission or Gratuity |
|-------------------------------|------------------------|--------------------------------------|
| | | |
| | | |

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."}

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Signature (of Consultant's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name or JV's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2 SUMMARY OF COSTS

| Cost | | | | Item |
|---|--|--|--|---|
| {Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete columns which are not used} | | | | |
| {Insert Foreign Currency # 1} | {Insert Foreign Currency # 2, if used} | {Insert Foreign Currency # 3, if used} | {Insert Local Currency, if used and/or required (16.4 Data Sheet)} | |
| | | | | Cost of the Financial Proposal |
| | | | | Including: |
| | | | | (1) Remuneration for Phase 1 |
| | | | | (2) Reimbursables for Phase 1 |
| | | | | Sub-total for Phase 1 |
| | | | | (3) Remuneration for Phase 2 |
| | | | | (4) Reimbursables for Phase 2 |
| | | | | Sub-total for Phase 2 |
| | | | | Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1} |
| | | | | Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded |
| | | | | (i) {insert type of tax e.g., VAT or sales tax} |
| | | | | (ii) {e.g., income tax on non-resident experts} |
| | | | | (iii) {insert type of tax} |
| | | | | Total Estimate for Indirect Local Tax: |

Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).

FORM FIN-3 BREAKDOWN OF REMUNERATION

{Separate FIN-3 to be used for Phase 1 & 2}

For Phase 1, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Phase 1 ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Phase 1.

| A. Remuneration | | | | | | | |
|-----------------|------|-------------------------|--------------------------------|--|-----------------------------|-----------------------------|-------------------------------|
| No. | Name | Position (as in TECH-6) | Person-month Remuneration Rate | Time Input in Person/Month (from TECH-6) | {Currency # 1- as in FIN-2} | {Currency # 2- as in FIN-2} | {Currency # 3- as in FIN-2} |
| | | | | | | | {Local Currency- as in FIN-2} |
| Key Experts | | | | | | | |
| K-1 | | | | | | | |
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| K-2 | | | | | | | |
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| Non-Key Experts | | | | | | | |
| N-1 | | | | | | | |

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Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

1. Review of Remuneration Rates

1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.

1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.

1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.

1.4. Rate details are discussed below:

(i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

(ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

(iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.

(iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

(v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of

senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.

(vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.

(vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

Sample Form

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consultant]

Signature of Authorized Representative

Date

Name:

Title:

**Consultant's Representations Regarding Costs and Charges
(Model Form I)**

(Expressed in {insert name of currency*})

| Personnel | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|-----------|----------|--------------------|-----------------------------|-----------------------|----------|---------------------|---------------------------------|--|---|
| Name | Position | Basic Remuneration | Social Charges ¹ | Overhead ¹ | Subtotal | Profit ² | Away from Home Office Allowance | Proposed Fixed Rate per Working Month/Day/Hour | Proposed Fixed Rate per Working Month/Day/Hour ¹ |
| | | Month/Day/Year | | | | | | | |
| | | Home Office | | | | | | | |
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* If more than one currency is used, use additional table(s), one for each currency)
 1. Expressed as percentage of 1
 2. Expressed as percentage of 4

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

For Phase I, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Phase I ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Phase I.

| B. Reimbursable Expenses | | | | | | | |
|--------------------------|---|----------|-----------|----------|-----------------------------|-----------------------------|-----------------------------|
| N° | Type of Reimbursable Expenses | Unit | Unit Cost | Quantity | (Currency # 1- as in FIN-2) | (Currency # 2- as in FIN-2) | (Currency # 3- as in FIN-2) |
| | (e.g., Per diem allowances**) | (Day) | | | | | |
| | (e.g., international flights) | (ticket) | | | | | |
| | (e.g., in/out airport transportation) | (trip) | | | | | |
| | (e.g., communication costs between insert place and insert place) | | | | | | |
| | { e.g., reproduction of reports} | | | | | | |
| | { e.g., Office rent} | | | | | | |
| | | | | | | | |
| | Total Costs | | | | | | |

Legend:
 "Per diem allowance" is paid for each night the expert is required by the Contract to be away from his/her usual place of residence.
 Client can set up a ceiling.

Section 5. Eligible Countries

In reference to ITC 6.3.2, for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): State of Israel

Under the ITC 6.3.2 (b): State of Israel

Section 6. Fraud and Corruption

(This Section 6, Fraud and Corruption shall not be modified)

1. Purpose

- 1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

- 2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or

- indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
 - d. Pursuant to the Bank's Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
 - e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Section 7. Terms of Reference



BACKGROUND

The implementation of a comprehensive solution to Karachi's severe urban mobility problems is underway through decisive Federal and Provincial Governments engagement towards the implementation of a Bus Rapid Transit System (BRTS) as planned under the Karachi Urban Transport Master Plan of 2030. As of 2018, the BRTS implementation efforts in the city, spearheaded by the Federal Government, Government of Sindh (GoS), and the Sindh Mass Transit Authority (SMTA), were focused on: (i) completion of roadworks and associated facilities, and selection of an operator for BRTS operation and maintenance for the Green/Orange Corridor; (ii) continuation and follow-up of contracts for planning, detail engineering design, and business plan definition for the Red Corridor; and (iii) elaboration/update of preliminary design and feasibility studies for Yellow BRT Corridor.

The GoS, SMTA and the World Bank (WB) are committed to financing the infrastructure and structuring the operation and business model for the Yellow BRT Corridor, using a mix of financing instruments to maximize the available funding for the development and operation of the BRTS, through the Karachi Mobility Project (KMP). The KMP follows the integrated corridor management approach aiming to improve the needs of all road users along the corridor (mobility, accessibility, safety). Severely deteriorated road sections along the Yellow BRT Corridor and catchment areas will be improved, traffic management will be upgraded, and parking issues will be addressed. It is estimated that more than 700,000 people will benefit from this project, particularly people living and working along the Korangi industrial area.

In order to support execution of the infrastructure component of the KMP, the SMTA and its Project Management Team (PMT) (hereinafter referred to as "the Client" or "the Employer", as relevant) wishes to engage a qualified consulting firm (hereinafter referred to as "the Consultant") to undertake preparation of Detailed Design, provide procurement assistance, construction supervision, contract administration (in the capacity of the Engineer), and provide support in monitoring and ensuring environmental and social (E&S) safeguard (SG) compliance.

DESCRIPTION OF YELLOW BRT CORRIDOR

The Yellow BRT Corridor is approximately 21 km long, starting from Dawood Chowrangi to Numaish, and is part of the overall planned Karachi Mass Transit System (KMTS). Its segments are presented in [Table 1](#) and [Figure 2](#), however the Yellow BRT system will also comprise two bus depots (near Dawood Chowrangi and near Indus Hospital). There are also approximately 65 km of complementary feeder roads (hereinafter referred to as "off-corridors") which would be improved as part of the Yellow BRT Corridor development project ([Figure 1](#)).

Figure 1 Planned mass transit corridors

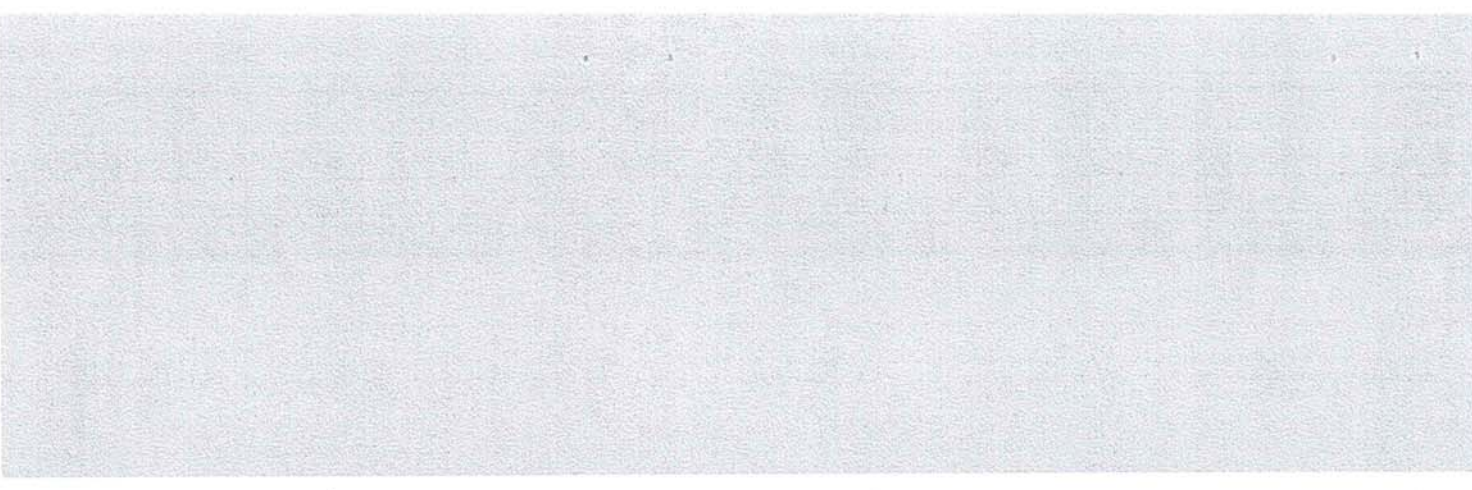


Figure 2 Yellow BRT Corridor segments

Figure 2 Yellow BRT Corridor segments



PRELIMINARY DESIGN

Preliminary Design for the Yellow BRT Corridor has been first prepared in 2014 and then further updated in 2019. During Preliminary Design preparation, mapping of existing road conditions and utilities was performed along the corridor. Also, traffic simulations were carried out at selected junctions. Content of the Preliminary Design drawings is summarized in *Table 2*. These were also accompanied by relevant technical documentation and cost estimates. Drawings are presented in the scale generally appropriate for Preliminary Designs in urban conditions, namely:

- 1:500 for general horizontal alignment and overall layout;
- 1:200 for vertical alignment;
- 1:200 for on stations sites, restructured junctions, and proposed elevated or underground sections;
- 1:50 for relevant details at sidewalks, stairways, pedestrian crossings, station arrangements, passenger shelters, structures, utilities.

Table 2 Summary of the Preliminary Design drawings

| Volume | Title | Drawings |
|--------|---|--|
| I | Infrastructure works | General drawings Topographic survey Layout plan, including typical cross sections and details Existing utilities Depots' typical details Storm water drainage (concept of the system) |
| II | Architecture and structural works | Stations (typical layouts and cross sections) Depots (master plan layout and structures' layouts and sections) |
| III | Mechanical, electrical and plumbing works | Layouts, typical details and general distribution schemes for mechanical works, electrical works, plumbing, sewerage and firefighting, at depots |

The following cost components are included in the cost estimate:

- Civil road works (e.g. pavements, delineators, curbs, drainage system);
- Stations (e.g. entrance, kiosk, platform, alignment curbs, shutters, doorways, ceiling, lighting, roof, etc.);
- Bus shelters;
- Traffic signals and traffic management system;
- Road markings and signage;
- Street lighting and urban furniture;
- Utility connections to stations (e.g. water, electricity, telecommunications, sewerage);
- Depot facilities;
- Integration facilities (e.g. universally accessible pedestrian facilities, bicycle parking, pedicab and taxi integration facilities, park-and-ride facilities);
- Intelligent transport system (ITS) (e.g. real-time information displays);
- Fare system equipment (e.g. sales vending, smart cards, validators, gates).

Costing of off-corridor interventions was not estimated in detail through the Preliminary Design.

ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT

Consistent with the WB Safeguard Policies and provincial regulatory requirements – Sindh Environmental Protection Agency (SEPA) under SEPA 2014 –an Environmental Impact Assessment (EIA), a Social Impact Assessment (SIA), and a Compensation and Livelihood Rehabilitation Plan (CLRP) for KMP in May-2019 have been conducted. These safeguard documents are largely based on the 2019 Preliminary Design for the Yellow BRT Corridor. During Preliminary Design preparation, mapping of existing road conditions and utilities was performed along the corridor. Also, traffic simulations were carried out at selected junctions.

Given the project is now planning to commission detailed project design, changes are expected from the preliminary design proposal. Any change, particularly in crucial parameters such as: realignment of original BRT route, shifting to grade-separated solutions instead of at-grade, relocation of key structures (bus stops, parking areas, depots), and expansion of work scope etc. may trigger additional environmental and social implications including safety issues, all requiring renewed assessment. In addition, possible changes in socio-economic context that might have emerged/evolved over time since the preliminary design was completed may require environmental and social assessment afresh. Notwithstanding, the environmental and social assessment also highlights the study limitations and suggests further addition¹/(revision) under such backdrop.

OBJECTIVE OF THE ASSIGNMENT

Objectives of these consulting services are to:

1. Prepare Detailed Design on the basis of the available Preliminary Design results and recommendations, including the element of the *Value Engineering* (predominantly in

¹ KMP ESIA-Section 1.7 Page-38.

terms of materials selection, optimization of pavement structures, systematization of structures and components, and technology) to determine if better cost-effective alternatives are viable, however without compromising the quality and functionality of the infrastructure along the Yellow BRT Corridor and off-corridors;

2. Assist the Client in preparation of Employer's requirements for 1 km long bridge, by thoroughly reviewing the available Preliminary Design and deciding on the extent of information to be added in the Employer's requirements so that excess of information does not provide basis for the contractor to absolve from the responsibility of the design and sufficiency of the contract price;
3. Assess the environmental and social safeguard requirements emerged/evolved during detailed design and assist the Client to integrate them in the draft EIA, SIA and CLRP to finalize (as detailed in E&S sections below).
4. Support PMT in the implementation of the project in an environmentally and socially safe and sustainable manner. To undertake capacity building of the PMT
5. Assist the Client in preparation of bidding documents for construction contracts;
6. Provide necessary procurement and technical assistance including environmental and social safeguards to the Client during the bidding processes including, but not limited to, attending the pre-selection and pre-bid meetings, evaluation of bids, and contract award and signing;
7. Supervise the works to ensure that the executed works comply with the approved design, internationally acceptable technical specifications, environmental and social safeguards and sound engineering practice;
8. Prepare final construction reports and compile full set of as-built drawings of all completed works, as well as full set of documents for entry into cadaster books/records;
9. Support the use of Building Information Modeling (BIM) for constructing the whole of the asset digitally and using this model to support all stakeholders during the complete lifecycle of the project.

SCOPE OF SERVICES

The scope of services, grouped in two phases, consist of the following major tasks:

Phase 1: DESIGN

1. Task 1 → Preparation of Detailed Designs;
2. Task 2 → Preparation of Bidding Documents for Contractor Selection;

Phase 2: SUPERVISION

3. Task 3 → Construction Supervision and Contracts Administration, including post-construction activities.

TASK 1 – PREPARATION OF DETAILED DESIGNS

The Preliminary Design and a BRT Operational Plan have already been carried out for the Yellow BRT Corridor. The Consultant shall carry out an in-depth review of both with special

emphasis on mobility, accessibility, safety, Value Engineering, suggest and incorporate improvements, if any, in the detailed designs. The review must include but not limited to:

1. Be carried out to verify the most cost-effective solution considering local conditions, good international BRT design and operational practices, and lessons learnt from similar projects in Pakistan² and international have been adopted/implemented before to the elaboration of the Detailed Design Package.
2. Cover the design criteria which were developed during the Preliminary Design stages and prepare a harmonized KMTS BRT Design Framework. Any suggested improvements will be discussed and agreed with the Client during the inception stage of the services and will become the part of Inception Report. The Consultant shall ensure that all the agencies are clear and in agreement on the Design Framework for the preparation of the Detailed Design and that consistent design standards are used.

The main purpose of the Detailed Design is to: (i) provide sufficient detail for preparation of bidding documents and execution of works and (ii) be prepared in accordance with environmental and social safeguards documentation.

The Detailed Design drawings are to contain sufficient details to permit contractors to carry out construction work effectively, unambiguously and with highest standards of quality, consistent with environmental and social safeguards documentation. It is expected for the outputs to be supported by relevant reports, calculations and specifications.

The Consultant must follow relevant Pakistani legislation, technical regulations and specifications to develop the Detailed Design. In case that certain elements are not regulated through the relevant Pakistani documents, primary source of information will be relevant AASHTO (American Association of State Highway and Transportation Officials) or ASTM (American Society for Testing and Materials) guidelines and standards. All issues related to the utilization of legislation, technical regulations and specifications will be resolved during the inception stage of the services.

The Consultant's attention is specifically drawn to the fact that the preparation of the Detailed Design for the Yellow BRT Corridor and complementary off-corridors *must run in parallel* so there will be a need for adequate capacity to prepare designs and bidding documents within the required time.

Universal Access Design Premise: The Consultant must apply universal access design principles and guidelines throughout all aspects of the detail design of the BRT infrastructure and the associated facilities proposed by the project. Important features enabling inclusiveness for all, particularly those living with a disability and/or limited mobility, that will be incorporated include those related to (i) urban transport system accessibility; (ii) prioritization of Non-Motorized Transport (NMT) in terms of provision of adequate space and safety; and (iii) geometric design as a traffic calming passive measure. The design of access to the stations will be subject to a safety assessment to verify the optimal nature of the infrastructure built; in general, the Safe Systems approach

² Parallel design criteria have been used in other BRT corridors implemented or in the course of implementation within the Karachi Metropolitan Area, namely Green and Red BRT Corridors and operational systems in Punjab.

Recommendations from Preliminary Design Stage

Background: The Preliminary Design update was streamlined with the objective of offsetting these time-consuming tasks to detail design phases. Some of these include GT investigations, hydro-geological survey, traffic analysis along the corridor including all intersections, pedestrian access study and parking study, among others.

A Road Safety Audit (RSA) was completed as part of the preliminary design stage. Its findings and recommendations were catered for at the preliminary design stage. Similarly, some recommendations were offset as well to be incorporated in the detail design.

Recommendations:

Following the completion of preliminary designs, the main concern related to the comprehensiveness reached by the traffic analysis and the intersection design supported by it. Consequently, the following facts have been highlighted as key to consider when developing the detailed design aspects on intersection, signaling, and traffic management. Important aspects and facts relevant to the preparation of detailed designs are:

1. Preliminary traffic analysis was carried out at selected intersections based on limited data either previously collected and made available to the design team or collected at preliminary stages. A full-fledged traffic analysis needs to be conducted along the corridor to either validate the solutions presented in the preliminary design and/or determine the need, depth and level required to carry out a technical update or revision. Important aspects to note:
 2. It is to be kept in mind that the preliminary design was developed under the premise of maintaining at-grade solutions as the preferred option while prioritizing the improvement of BRT system's level of service.
 3. At specific sites where at-grade solutions could not be implemented, grade-separated solutions were recommended.
 4. Given the time and budget constraints, sites where existing conditions required the implementation of complex solutions were not studied at the detail and technical depth required (e.g. Tariq Road, KPT interchange). This task is pending and needs to be carried out at detailed design phase.
 5. The impact of a comprehensive traffic analysis, keeping in mind the preference of an at-grade solution, needs to be reassessed by revisiting traffic circulation patterns, its impact on side / cross roads, and road geometry changes.
 6. Traffic signal optimization / phasing will be dependent upon the final intersection geometry and functional design.
 7. Various options were considered to enable at-grade intersections to operate at an acceptable LOS. This was achieved by, primarily, banning all right-turn movements and rerouting them through cross roads (Michigan left-turn solution) for which side road geometry will need to be more closely looked at. This situation is more pronounced along 8000 Road where grade-separated solutions have been recommended as the preferred option.

8. Similarly, specific solutions to be studied are the rerouting of traffic "around the block" to reduce traffic volumes and right-turning movements at the main intersections along the project.
9. A comprehensive traffic signal phasing plan will need to be developed in conjunction with the geometric improvements to allow for at-grade solutions, if possible.
10. The mitigation measures proposed in the EIA and SIA for the design stage consideration should be reviewed and integrated in the detailed design.

Additional recommendations for detailed design are the following:

1. Traffic movements on Tariq Road intersection and Khalid Bin Waleed Road intersection, along Shahrah-e-Qaideen Road, should especially be evaluated during the detail design phase. A Traffic Circulation Plan comprising these two intersections should be prepared and evaluated. At Tariq Road intersection, analysis of the existing traffic data shows that even after grade-separating the BRT flows, the at-grade traffic experiences significant delays. This will need to be looked at in a holistic manner to find solutions to improve the LOS and reduce delays at this intersection, while remaining within budget and aligned with the design premises established for the project.
2. KPT interchange stands as one of the most critical junctions along the corridor with five-legs merging at a large elliptical roundabout. The preliminary design envisages BRT buses running at-grade, cutting through the roundabout with stations proposed opposite Imtiaz Superstore. The BRT lanes crossing into the roundabout will require signalized operations. It is recommended that a detailed study be conducted to evaluate options for maneuvering KPT Interchange roundabout.
3. Traffic rerouting at Korangi Road/South Avenue intersection, as proposed in the preliminary design, needs to be further streamlined during the detailed design phase.
4. The preliminary design shows the location of traffic signals (vehicular and pedestrian). However, a detailed traffic signal plan along with signal timing plan (including pedestrian signal heads for BRT operation, mix traffic, merging of feeder service and others throughout the corridor) will need to be developed once the detail design is finalized and supported by a comprehensive traffic analysis.
5. No information regarding pedestrian accessibility was available during the preliminary design. Several signalized or protected at-grade pedestrian crossings have been included as part of the preliminary design. Detailed pedestrian accessibility analysis is recommended to be performed during the detailed design as part of a larger station area planning analysis. This should provide details on pedestrian flows and demand at various highly frequented locations along the corridor. The results of the same will enable finalizing the location / access of the pedestrians in the detailed design plans.
6. The preliminary design does not include detailed traffic signage plans, although the quantities for the same have been accounted for in the cost estimate. Detailed plans for road lane markings, parking spots, traffic signs and traffic gantries throughout the corridor as per MUTCD / local guidelines are to be included in the detail design.

7. Parking maneuvers take place all along the corridor at various locations. Along 8000 Road, heavy truck / trailer parking is prevalent on the service roads and on the katcha³ area between the carriageway and Service Road. Similarly, rickshaws / taxis park on the outside lanes in commercial / business areas due to lack of parking opportunities. A parking study is recommended to be performed, and a plan made for the provision of parking facilities to provide the required bays. The regulatory authority would then need to enforce parking regulation especially in the initial period of operation of the new BRTS.
8. Provision of spaces for feeder/complementary services or passenger drop-off/pick up near many stations will be required. It is very likely that passengers will continue their journey by one of these modes and that there will be high demand for taxis and other informal modes to stop in the mix traffic lanes by the stations to serve BRT passengers. Increased traffic at the station locations will also lead to an increase in vendors and informal business by the stations. This can lead to sidewalk space reduction, traffic congestion and increased crashes. It is recommended that detailed station area planning should be conducted and define space for vendors, amenities and other services including rickshaws, taxis etc.
9. Motorcycle lanes have been provided in the design, where possible. Adequate measures have been proposed to ensure safety of motorcyclists in the design such as separating the lanes from mix-traffic for safety. It is recommended that a detail study should be conducted for provision of separate motorcycle lane and provide solutions to impediments for its operation throughout the corridor.
10. Parking spaces for buses have been provided at the depots. However, the circulation plan for BRT buses circulation within Depots and stacking of buses would need to be finalized during the detailed design.
11. Detailed Geotechnical Investigation and Hydrological Survey should be performed.
12. Pavement structure (Rigid & Flexible) has been designed on the basis of preliminary geotechnical investigations along the corridor. The same may need to be updated as per detailed Geotechnical Investigation report.
13. Initial structural evaluation of Jam Sadiq Bridge and Kala Pull were carried out through non-destructive testing using a rebound Schmidt Hammer at randomly selected accessible structural elements of the bridge to get rough idea of strength of concrete. Detailed structural evaluation of Jam Sadiq Bridge and Kala Pull are required for re-strengthening of the deficient structural elements.
14. It must be ensured at the detail design phase that outfall location or disposal point (existing drain or nullah) of the pipe discharging the flow generated from underpasses is clear and free from all debris to ensure continuous flow and prevent any accumulation of water in underpass.

³ Areas beyond the project's limits occurring on segments where the available ROW exceeds the width of the proposed interventions.

15. Various utility agencies provided their utility plans and their estimates. The actual location of utilities may yet be different than those shown on the plans. Close coordination with utility agencies will be required during detailed design.
16. All pedestrian access / ramps should have universal accessibility and compliance to ADA guidelines. A typical is included in the preliminary design drawings. The detail design will need to design specific ramps for each type of access.
17. Traffic calming measures such as rumble strips and similar measures increase safety of the pedestrians and motorists alike by reducing operating speeds. The use of rumble strips will be in addition to speed humps. These will be most typically placed where at-grade pedestrian crossings take place.
18. Integration of Yellow BRT Corridor with other mass transit projects such as Karachi Circular Railway and Brown MRT Line is required to be studied during the detail design phase, and the locations of stations may need to be adjusted accordingly. Yellow BRTS crosses KCR at Kala Pull, whereas Brown MRT Line connects with Yellow BRT at Singer Chowrangi.
19. Jam Sadiq bridge should be further studied in conjunction with proposed project of Malir Expressway during the detail design phase.
20. A flyover has been proposed at Dawood Chowrangi by the government, which will need to be dovetailed with the project during the detail design phase.

Supporting Technical Studies and Analyses

Based on the review of the Preliminary Design, and the associated surveys and investigations undertaken, the Consultant shall undertake additional and comprehensive engineering surveys, field investigations and laboratory testing leading to updated technical studies and analyses, including, but not limited to, traffic engineering study (motorized and non-motorized flows including pedestrian), detailed surveys and investigations on utilities, detailed topographic surveys (with DTM of the entire corridor), hydrological, hydro-geological, geotechnical, and condition assessment on existing structures and pavement condition. These additional surveys, investigations, tests and analyses will aim to provide missing or refresh outdated data from the preliminary design phase in order to develop technically correct and comprehensive designs and relevant details.

The consultant shall:

1. Following the review of existing traffic engineering study, refine the analysis by undertaking additional or updating existing classified traffic count surveys and undertake a detailed traffic engineering analysis and simulation on of the entire Yellow BRT Corridor, specifically to validate the traffic patterns, eventual impacts on congestions, passenger movements, and to anticipate the capacity, level of service, queue lengths, and other traffic parameters at each intersection of the Yellow BRT Corridor. Furthermore, the consultant shall also carry out simulation of depots, integration of feeder routes with BRT, weaving sections for the BRT in mix-traffic, and pedestrian/passenger simulations at major stations. The simulations outputs (traffic parameters, assumptions, data, simulation videos, etc.) shall be submitted by the consultant in a **report on traffic engineering analysis** to the Client for peer review. This shall be performed in

conjunction with (i) the proposed Operation Plan of Yellow BRT Corridor and (ii) the Road Safety Audit report prepared during preliminary designs. Data collection shall be carried out on the basis of a 7-day volume and vehicle classifications surveys. Both data capture shall be done during the morning and evening peak hours at intersecting roads/streets.

This shall be performed in conjunction with (i) the proposed Operation Plan of Yellow BRT Corridor and (ii) the Road Safety Audit report prepared during preliminary design

2. Perform a **Parking Study** to diagnose the existing operating conditions of supply and demand along the Yellow BRT Corridor. The Consultant shall include:

- a. Inventory and mapping of parking spaces (supply) distinguishing (i) physical location, (ii) vehicle type (motorbike, rickshaw, auto, commercial vehicle, bus, etc.) and (iii) functional classification – on- or off-street determined by location on or off the public roadway, including use of footpaths and open public spaces.⁴
- b. Parking activity survey to determine how demand for parking varies throughout the workdays and on weekends, how long the vehicles are parked, and how efficiently existing parking spaces are utilized. This survey will differentiate between residents and commuters (including visitors, workers and students) regarding the utilization of on- and off-street parking infrastructure along the study area.
- c. Parking demand and supply analysis, to determine the level of supply (including, but not limited to, on-street parking bays dimension, rickshaw waiting plazas, etc.) required at the different locations where demand is present (BRT system stations, terminals, depots and other sites where commercial and other community intensive activities are observed) and specific provisions are required as part of the elaboration of physical detailed designs. This analysis should consider traffic growth, impact of new public/mass transit developments and projected land use changes, and sensitivity to pricing and regulatory controls, if any.

Perform **topographic surveys** along the locations where Yellow BRT corridor's road sections, feeder routes roads, bus depots, stations, bridges and underpasses, drainage structures are being proposed as well as all other necessary elements required to be described within the project's urban environment. As part of this analysis, the Consultant shall prepare base maps and terrain models for the entire project indicating details of all existing topographical features including utilities and water courses. Placement of 'permanent', survey control monuments along both of the routes for use by the Contractor during the construction Stage. Monuments shall be placed at not more than 500 m. intervals and are to be inter-visible. Details of the x, y and z coordinates

⁴ Sub categories include *On-street, free* (with or without regulation) ; *On-street, paid*; any on-street paid parking space, either by formal regulation or informal means; *Informal on-street*: part of paid on-street parking, refers to any parking that has an informal service and/or fee paid to an entity or person who has "taken" the space and watches the vehicles parked there; *Informal on-street, regulated rate*: the service is informal but has a mechanism to establish a standard on-street parking rate; *Off-street (public)*: parking that is located off the public roadway and is available for public use-- may be paid or free and operated by the public or private sector; *Off-street (use-based)*: parking that is primarily linked to specific land-use, such as government, institutional, residential or commercial (e.g. a shopping or office building, park or recreation facility)- may be free or paid.

for each monument are to be reported in a Survey Control Report containing sketches of location and other details including local reference markers used and offset dimensions etc. The detailed requirements for the topographic survey are as follows:

- (i) Horizontal and vertical monuments with reference shall be shown in the plans.
- (ii) Vertical control monument shall be set at location where it shall not be disturbed during construction.
- (iii) Level identification shall be tied to the existing benchmarks in the area.
- (iv) After identification of the alignment centerline, centerline staking at the locations including intersections (P.I), beginning and ending of the horizontal curves (P.O and P.T) shall be tied to permanent references points in accordance with Government of Pakistan (GoP) standard practice.
- (v) Cross sections shall be taken at 20 meter intervals, unless local conditions require cross section at closer intervals so as to provide the necessary details for the earthwork, quantity calculation with accuracy of five percent (5%) of final quantities
- (vi) All survey information and data shall be recorded in standard survey notebooks. Upon completion of the works, all survey notes shall become the property of the Client.

3. Undertake additional investigation into the form of **residual pavement strength** surveys, notably: 2 (two) test pits per kilometer and 10 (ten) deflection tests per kilometer. Condition of the existing elements and surfaces at off-corridor sections was not surveyed during the Preliminary Design. It is anticipated that local asphalt overlays would be needed.
4. The road section from Jam Sadiq Bridge to Dawood Chowrangi (8000 road) was recently rehabilitated. Based on surveys and tests, the Consultant will prepare a **road structure audit** which will assess and propose whether any part or section can be retained in the design.
5. Undertake **structural condition audit** on several structures present along the BRT corridor to determine their current condition and to propose measures to ensure a service life of forty to fifty years considering the expected loads after the BRT operation starts.
6. Undertake **detailed study of the existing hydrological regime** which will be based on analysis of historic rainfall and flood records, including subsurface water characteristics supplemented by detailed field investigations. The consultant shall propose modifications in structures [embankments, culverts, bridges etc.] to ensure controlled sedimentation and erosion during the construction and BRT operations.
7. Following the review of existing geotechnical survey reports, undertake **detailed geotechnical surveys and investigations** to ascertain additional necessary data required to prepare detail design. The Consultant shall put special emphasis on proposing innovative, time -saving and cost-effective methodologies to address soil and drainage related problems and shall investigate the suitability of locally available materials for their utilization by conducting materials source survey.

8. Undertake utility surveys in addition to the review of the surveys carried out during preliminary design to determine the existing location and condition of the utilities. Subsequently the Consultant shall coordinate with the relevant stakeholders and agencies for the timely diversion of these utilities and shall ensure minimum intervention to the existing utilities through design strategies.

The Consultant shall submit a technical report on the methodology, scope and schedule of works for the surveys and investigations at least two weeks before the commencement of surveys.

Detail Design

Detailed Design for the Yellow BRT project will consist of several elements for which requirements are presented in this section. There will be **one comprehensive Technical Report complimented with a spatial design and BIM model** covering all the listed elements of the Yellow BRT Corridor Detailed Design, as described below. The overall cost estimate will be compiled from the separate bills of quantities resulting from the individual estimates for the below listed elements, including the summary sheet.

Geometric Design

The Consultant is to prepare comprehensive geometric designs for the overall corridor and proposed/associated structures: including, but not limited to, carriageways, junctions, underpasses, bridges, service and complementary roads, footpaths, flyovers, etc. Non-motorized transport (NMT) elements shall be included and special emphasis to be given to the requirements of persons with disabilities and reduced mobility, accessibility and safety [during and post construction] considering the local context with specific driver and pedestrian's behaviors and limited enforcement.

The output will comprise separate drawing sets, and associated reports and calculations, for the following items:

- i. Index (project location and drawing key plans; legend and index sheets);
- ii. Horizontal and vertical alignment (survey control monument plan /1:250 (500) scale/; typical cross-sections showing road carriageways, medians, footpaths /1:100 scale/; plan/profile sheets /1:250 horizontal and 1:25 vertical scale/ showing existing and proposed details, alignment geometry and super elevation data, carriageways, medians, footpaths, pedestrian crossings, outlines of structures, demolition needs and Right-of-Way (RoW) boundaries; cross-section plots at about 10 m intervals /1:50 scale/);
- iii. Junctions (plans and related profiles for interchange ramps and major junctions /1:250 horizontal and 1:25 vertical scale/; typical details for minor junctions, including channelization islands; plans to show signs and lines, pedestrian crossings, stop lines /1:100 (50, 25) scale/);
- iv. Ancillary works (traffic signs and road markings; barriers, guardrails, and fences; standard details, including minor intersection layouts, curb types, drainage pipes/channels, and headwall details /1:50 (25, 10) scale/);
- v. Bill of Quantities (BoQ) including the cost of implementing E&S safeguard requirements;

- vi. Technical specifications of all works;
- vii. **Confidential** cost estimate.

Stations

The Consultant shall prepare detailed engineering and architectural designs for all stations, based upon the projected passenger demand, operational plan, E&S assessments and with special emphasis on operations, accessibility, inclusivity and pedestrian safety. The Consultant will also define all equipment and components in terms of functional specifications, technical characteristics and technical restrictions as per those provided by the Client. The Consultant must try to harmonize the designs proposed with those developed for other corridors within the KMRT network, namely Green, Orange and Red BRT Corridors. The Consultant will explore revise/update options in coming-up with energy efficient and cost-effective designs. The output will comprise separate drawing sets, and associated reports and calculations, for the following items:

- i. Index (project location and drawing key plans; legend and index sheets);
- ii. General arrangement' drawings (plan and elevation views, layout information, overall dimensions, etc. /1:250 (100, 50) scale/);
- iii. Sub-structure details (e.g. foundations, pile caps, pier and abutment details, structural backfill requirements, reinforcement, etc. /1:100 (50, 25, 10) scale/);
- iv. Superstructure details (e.g. deck types and dimensions, wall and roof types and dimensions, waterproofing and utility requirements, etc. /1:100 (50, 25, 10) scale/);
- v. Electrical supply & fittings & various equipment location plans /1:100 (50, 25, 10) scale/;
- vi. Miscellaneous standard details /1:50 (25, 10) scale/;
- vii. Access arrangements /1:100 (50, 25, 10) scale/;
- viii. BoQ including the cost of implementing E&S safeguard requirements;
- ix. Technical specifications of all works;
- x. Functional specifications, technical characteristics and technical restrictions for equipment;
- xi. **Confidential** cost estimate.

Station area design

The Consultant shall prepare, following the standards and guidelines established in the KMTS BRT Design Framework and other local or international best practices in station area planning, the designs of the public spaces and associated facilities of sites surrounding the System's stations and terminals, ensuring the provision of modern, user-friendly, universal, clear and efficient access to the system with concise and streamlined linkage with particular contexts of each of the station/terminal sites including, but not limited to, cultural and religious significance, existing and projected pedestrian patterns, supply of last-mile connectivity alternatives, commercial activities, parking needs. The

design should also incorporate the recommendation made in E&S assessments. The designs to be developed must prioritize transit customer safety and security while guaranteeing that the efficient and hassle-free user integration and access to the station is optimized for all modes of arrival (i.e. NMT, feeder/complementary route, kiss & ride and park & ride). This analysis shall consider: (i) the findings of the Parking Study to determine level of parking supply, (ii) the findings of the BRT service plan to determine the transport integration facilities dimensions from feeder/complementary routes, and (iii) other site-context specific characteristics to determine area requirements for temporary/dynamic activities (taxi stand, kiosks, urban furniture, parks & recreation, etc. The output will comprise separate drawing sets, and associated reports and calculations, for the following items:

- i. Index (project location and drawing key plans; legend and index sheets);
- ii. General arrangement' drawings (plan and elevation views, layout information, overall dimensions, etc. /1:250 (100, 50) scale/);
- iii. Sub-structure details (e.g. foundations, pile caps, pier and abutment details, structural backfill requirements, reinforcement, etc. /1:100 (50, 25, 10) scale/);
- iv. Superstructure details (e.g. deck types and dimensions, wall and roof types and dimensions, waterproofing and utility requirements, etc. /1:100 (50, 25, 10) scale/);
- v. Electrical supply & fittings & various equipment location plans /1:100 (50, 25, 10) scale/;
- vi. Miscellaneous standard details /1:50 (25, 10) scale/;
- vii. Access arrangements /1:100 (50, 25, 10) scale/;
- viii. Ancillary works (signage; barriers, guardrails, and fences; standard details, curb and footpath types /1:50 (25, 10) scale/);
- ix. BoQ including the cost of implementing E&S safeguard requirements;
- x. Technical specifications of all works;
- xi. Functional specifications, technical characteristics and technical restrictions for equipment;
- xii. **Confidential** cost estimate.

Pavement

The Consultant shall prepare detailed engineering design for different pavement structures required for the project based on projected traffic, axle load and ground conditions [based on the geotechnical investigation reports and drainage condition].

The main work of the Consultant will be to provide calculations of thicknesses [including the analysis of relevant stresses and strains, and fatigue capacity], definition of materials and relevant mixtures, and engineering specifications for construction. The consultant will follow "AASHTO Guide for Design of Pavement Structures 1993". The Consultant will verify the design using AASHTOWare or similar Mechanistic-Empirical Pavement Design software. Apart from the reports and calculations, the output will comprise

appropriate drawings presenting typical sections and details /1:25 (10) scale/ and technical specifications of all works. The consultant will explore options for innovative, cost-effective, sustainable and environmentally friendly solutions in coming-up with the material selection and pavement designs. The Consultant will also consider existing road / pavement conditions through surveys and propose the solutions in order to minimize the re-work resulting eventually in time and cost saving.

Pedestrian and Roadside Facilities

The consultant shall prepare detailed engineering design and technical details [with the help of pedestrian surveys and relevant pedestrian movement simulations] for the pedestrian crossings [at-grade and grade separated], footpaths and urban amenities on or adjacent to the footpaths including but not limited to bus shelters, parking facilities, plazas, etc. The Consultant is expected to propose such designs for pedestrian facilities which are safe, secure and easy to use with sufficient capacity along the corridor facilitating all types of pedestrian movement across and along the BRT corridor. The designs should be finalized with closed consultation of affected communities [for e.g. shop-keepers] and stakeholders [for e.g. Traffic Police department].

The output will comprise separate drawing sets, and associated reports and calculations, for the following items:

- i. Index (project location and drawing key plans; legend and index sheets);
- ii. General arrangement drawings (location and type of pedestrian crossings of the corridor /at grade, overpass or underpass/, pedestrian access routes to these crossings and stations; pedestrian routes along the corridor /1:250 (100) scale/);
- iii. Standard detail drawings for each type of pedestrian crossing /1:100 (50) scale/;
- iv. Detailed drawings specific to each pedestrian crossing location /1:100 (50) scale/;
- v. Plan and profile sheets for pedestrian access routes to stations and along the corridor /1:100 (50) scale/;
- vi. Typical sections /1:50 scale/;
- vii. Urban amenities on/adjacent to pedestrian routes (including waiting areas for buses, NMT, parking (if any), and other parking and relocated vendor markets (if any) /1:100 (50) scale/);
- viii. Street furniture, lighting, and barriers, guardrails, and fences /1:50 (25, 10) scale/;
- ix. BoQ including the cost of implementing E&S safeguard requirements;
- x. Technical specifications of all works;
- xi. Confidential cost estimate.

Drainage

The Consultant shall prepare detailed engineering designs for the integrated drainage system within the corridor, with the specific attention to regulation of drainage in regular and storm conditions at underpasses and underground stations. The Consultant will also define all equipment and components in terms of functional specifications, technical

characteristics and technical restrictions after reviewing the relevant data and historic events of drainage failure in the city or similar projects. The Consultant will explore innovative, cost-effective, sustainable and environmentally friendly solutions to the drainage to ensure zero water ponding and zero water spillage on the carriageway. The Consultant will also keep into consideration drainage and disposal of industrial waste while designing the drainage system.

The output will comprise separate drawing sets, and associated reports and calculations, for the following items:

- i. Index (project location and drawing key plans; legend and index sheets);
- ii. Longitudinal road drainage (table drains; curb and gutter; pipe drains or channels as appropriate to drain the carriageway to prevent ponding on the pavement at sag curves, and to intercept upstream catchment runoff and prevent it from causing a safety or nuisance problem for road users /1:250 (100, 50) scale/);
- iii. Underpass and underground station drainage (details of measures to manage regular and storm events /1:100 (50, 25, 10) scale/);
- iv. Plans for connection of the road drainage with the existing drainage system (plans of existing storm water drainage in the corridor; diversions or upgrades that may be required; temporary works that may be required to maintain existing drainage during construction, /1:250 (100, 50, 25) scale/);
- v. BoQ including the cost of implementing E&S safeguard requirements;
- vi. Technical specifications of all works;
- vii. Functional specifications, technical characteristics and technical restrictions for equipment;
- viii. **Confidential** cost estimate.

Electrical Supply, Traffic Signals and Street Lighting

The Consultant shall prepare detailed engineering designs for the electrical supply system and street lighting within the corridor, including lighting system for stations and underpasses, by exploring innovative, cost-effective, easy-to-maintain and environmentally friendly approaches, including solar. The system will cover backup source of power in case of failure of primary source. All equipment and components will be defined in terms of functional specifications, technical characteristics and technical restrictions. The output will comprise separate drawing sets, and associated reports and calculations, for the following items:

- i. Index (project location and drawing key plans; legend and index sheets);
- ii. Designs for all required electrical works (electrical works for traffic signals, overhead signage, stations and terminals and street amenities requiring electric power /1:250 (100, 50, 25) scale/);
- iii. Designs for energy efficient street lights along the corridor /1:100 (50, 25, 10) scale/;

- iv. Plans for connection of the electrical works with the existing high and low voltage electrical supply system in the corridor (plans of existing electricity supply network in the corridor, including power lines, transformers and other equipment; photometric studies; any upgrades of lines or equipment that may be required to meet the electrical requirements of the corridor; diversion of existing lines or relocation of equipment; temporary works that may be required to maintain existing supplies during construction /1:250 (100, 50, 25, 10) scale/;
- v. BoQ including the cost of implementing E&S safeguard requirements;
- vi. Technical specifications of all works;
- vii. Functional specifications, technical characteristics and technical restrictions for equipment;
- viii. **Confidential** cost estimate.

Landscaping, Urban Design and Environmental Mitigation

The Consultant shall prepare detailed engineering designs for the landscaping and urban arrangements within the corridor. The output will comprise separate drawing sets, and associated reports and calculations, for the following items:

- i. Index (project location and drawing key plans; legend and index sheets);
- ii. General arrangement drawings (overall corridor landscaping/urban design concept; measures for environmental mitigation /1:250 (100, 50) scale/);
- iii. Planting plan /1:250 (100, 50) scale/;
- iv. Details of typical design features /1:50 (25, 10) scale/;
- v. Plans and elevations at specific locations, including stations /1:250 (100, 50, 25) scale/;
- vi. BoQ including the cost of implementing E&S safeguard requirements;
- vii. Technical specifications of all works;
- viii. **Confidential** cost estimate.

Depots

The Consultant shall prepare detailed engineering and architectural designs for proposed depots based on the bus traffic, the operational plan, and E&S assessments. The Consultant will also define the equipment and components in terms of functional specifications, technical characteristics and technical restrictions as per those provided by the Client. These will cover equipment and components for depot, maintenance and administrative purpose. The output will comprise separate drawing sets, and associated reports and calculations, for the following items:

- i. Index (project location and drawing key plans; legend and index sheets);
- ii. General arrangement' drawings (plan and elevation views; layout information; overall dimensions, etc. /1:250 (100, 50) scale/);

- iii. Sub-structure details (e.g. foundations, pile caps, pier and abutment details, structural backfill requirements, reinforcement, etc. /1:100 (50, 25, 10) scale/);
- iv. Superstructure details (e.g. deck types and dimensions, wall and roof types and dimensions, waterproofing and utility requirements, etc. /1:100 (50, 25, 10) scale/);
- v. Electrical supply and fittings and equipment location plans /1:100 (50, 25, 10) scale/;
- vi. Miscellaneous standard details /1:50 (25, 10) scale/;
- vii. Access arrangements /1:100 (50, 25, 10) scale/;
- viii. BoQ including the cost of implementing E&S safeguard requirements;
- ix. Technical specifications of all works;
- x. Functional specifications, technical characteristics and technical restrictions for equipment;
- xi. Confidential cost estimate.

Structures

The Consultant shall prepare detailed engineering designs for proposed structures [bridges, over- and under-passes, foot bridges, culverts, retaining walls, etc.] considering cost and effective construction methodologies, design life, logistics, availability of construction materials, the capacity of Pakistani construction industry and traffic management requirements during the construction process, E&S assessments, etc. The Consultant will explore innovative, cost-effective, sustainable and environmentally friendly solutions and will make best use of Design for Safety and Design for Maintenance philosophies in the detail design. The output will comprise separate drawing sets, and associated reports and calculations, for the following items:

- i. Index (project location and drawing key plans; legend and index sheets);
- ii. General arrangement' drawings (plan views; layout information; overall dimensions, etc. /1:250 (100, 50) scale/);
- iii. Sub-structure details (e.g. foundations, pile caps, pier and abutment details, structural backfill requirements, reinforcement, etc. /1:100 (50, 25, 10) scale/);
- iv. Superstructure details (e.g. deck types and dimensions, waterproofing and utility requirements, etc. /1:100 (50, 25, 10) scale/);
- v. Electrical supply and fittings and equipment location plans /1:100 (50, 25, 10) scale/;
- vi. Miscellaneous standard details /1:50 (25, 10) scale/;
- vii. Access arrangements /1:100 (50, 25, 10) scale/;
- viii. BoQ including the cost of implementing E&S safeguard requirements;
- ix. Technical specifications of all works;

x. **Confidential** cost estimate.

Utilities Relocation

The Consultant shall prepare detailed engineering designs for proposed relocations of utilities through proper coordination with relevant utility agencies ensuring that the technical requirements of the utility agencies are addressed. The exercise should be carried out such that minimum disturbance to the existing utility network happens and the logistics, risks, safeguards and time requirements are catered for appropriately during the process. The proposed relocation designs shall uplift the life span and quality of new utilities and will also be considering future needs of utilities so that minimum disruption may happen during the operations of the project. The output will comprise separate drawing sets, and associated reports and calculations, for the following items:

- i. Index (project location and drawing key plans; legend and index sheets);
- ii. Designs for all required relocations (power lines, water supply lines, gas lines, sewerage, etc. /1:250 (100, 50) scale/);
- iii. Details of typical design features /1:50 (25, 10) scale/;
- iv. BoQ including the cost of implementing E&S safeguard requirements;
- v. Technical specifications of all works;
- vi. **Confidential** cost estimate.

Traffic Management

The Consultant shall develop Traffic Management Plans (TMP) to implement during construction recommending measures that would minimize the impact of construction activities on the operation and usage of the road network in the area. E&S assessments should be referenced for the preparation of TMP. The output will comprise separate drawing sets, and associated plan, for the following items:

- i. Index (project location and drawing key plans; legend and index sheets);
- ii. Recommended detours and arrangements /1:500 scale/;
- iii. Details of recommended measures (signs, devices, etc. /1:100 scale/)
- iv. BoQ including the cost of implementing E&S safeguard requirements;
- v. Technical specifications of all elements;
- vi. Functional specifications for traffic management equipment;
- vii. **Confidential** cost estimate.

Off-Corridor Interventions

The Consultant is to prepare designs for the overall cross section of all off-corridors segments confirmed for the opening year, including, but not limited to, bus shelters, passenger waiting platforms, carriageways, intersections, NMT, and roadside facilities, as deemed necessary and following the proposed and approved design framework developed during preliminary design stages. The final definition of the off-corridor segments subject to detailed design will be

confirmed and communicated by the Client upon confirmation of the feeder/complementary route network to operate on opening year. The Client will provide said confirmation at inception stage. The output will comprise separate drawing sets, and associated reports and calculations, for the following items:

- i. Index (project location and drawing key plans; legend and index sheets);
- ii. Horizontal and vertical alignment (survey control monument plan /1:250 (500) scale/; typical cross-sections showing road carriageways, bus shelters, waiting platforms, medians, footpaths /1:100/; plan/profile sheets /1:250 horizontal and 1:100 vertical scale/ showing existing and proposed details, alignment geometry and super elevation data, carriageways, medians, footpaths, pedestrian crossings, bus stops, outlines of structures, demolition needs and RoW boundaries; cross-section plots at about 10 m intervals /1:50 scale/);
- iii. Intersections (plans and related profiles /1:250 horizontal and 1:25 vertical scale/; typical details, including channelization islands; plans to show signs and lines, pedestrian crossings, stop lines /1:100 (50, 25) scale/);
- iv. Pavement design (typical section and details /1:25 (10) scale/);
- v. Ancillary works (traffic signs and road markings; barriers, guardrails, and fences; standard details, including minor intersection layouts, curb types, drainage pipes/channels, and headwall details /1:50 (25, 10) scale/);
- vi. BoQ including the cost of implementing E&S safeguard requirements;
- vii. Technical specifications of all works;
- viii. **Confidential** cost estimate.

Environmental and Social Safeguards

During Design phase, the Consultant shall monitor, ensure and confirm that environmental and social safeguards compliance is being made. Main tasks are:

1. Review the environmental and social assessments (EIA, SIA and CLRP) previously conducted and completed,
2. Support the Client to make necessary amendments based on the detailed design, perform additional site and data analysis as necessary, carry out consultations with key stakeholders and prepare the revised version of environmental and social assessments.

Specific tasks are:

- i. Get in touch, as early as possible, and be acquainted with the Project/Consultant's team(s) retained for this Consultancy with the objective of providing technical input persistently on E&S aspects throughout and during the entire course of the project. The level of efforts should be aimed to fully synergies and timely integrate E&S safeguard requirements in final project design/documents.
- ii. Review, revisit and reassess the CLRP, EIA and SIA already conducted in the context of: (a) changed scenario (socio-environmental conditions, health and safety requirements, security issues, key stakeholders, institutional arrangements,

ESMP monitoring and reporting mechanisms etc.), (b) previous limitations such as budget, time and lack and/or timely unavailability of required information/data⁵, (c) likely changes as a result of detailed engineering designs; and above all (d) its adequacy, technical soundness, and appropriate completeness.

- iii. Based on the above review, identify gaps and areas of improvements in all key aspects of EIA and SIA. These include, but not limited to, project environmental and socio-economic baseline conditions, regulatory and Bank's policy requirements, project alternatives considered and proposed, potential impacts – *both positive and adverse* – and assessed significance, proposed mitigation measures and management plan(s), institutional, capacity building, monitoring and reporting mechanism; and sufficiency of budget allocations for implementing SG documents.
- iv. Should the footprint or alignment of the project be modified causing additional potential adverse livelihood impacts not covered in the existing CLRP or were not within the scope of the CLRP prepared during the preliminary design stage, conduct additional assessment of livelihood impacts as required.
- v. Ascertain and discuss with the PMT/WB team(s) the gaps and areas of improvement identified as assessed above, recommend appropriate measures and revisions required to safeguards documents for addressing such gaps.
- vi. Support the client in conducting stakeholders' consultation/workshop, if required, document the concerns, suggestions and improvements proposed and incorporate the outcomes in revised EIA, SIA, and CLRP.
- vii. Review the "Road Safety Audit (RSA)"⁶ – *completed as part of the preliminary design* – with a view to benefit of its findings/ recommendations pertinent to occupational health and safety; and to possibly feed into the revised EIA.
- viii. Assist the Client to prepare the revised draft EIA, SIA, and CLRP based on the review findings and consultation process.
- ix. Coordinate with the Client and Bank for the review, comments and feedback on the revised EIA, SIA and CLRP.
- x. Assist the Client to prepare the Final safeguards documents, EIA, SIA and CLRP.
- xi. Guide and support the Client in arranging the re-disclosure of SG documents, at/on all appropriate forums including official websites of GoS, SMTA and PMT.
- xii. Review and provide technical input on all Request for Proposals (RFP) and Bidding documents. Confirm the safeguard requirements become integral part of each bidding/tender document ensuring the respective contractor is fully responsible for managing and complying SG documents during project execution. The Consultants will further ensure that contractor(s) should not absolve of their

⁵ Given the time and budget constraints, some sites such as "Tariq Road and KPT interchange", that required complex solutions, were not studied in detail/technical depth required, and is pending to be carried out during detailed design.

⁶ Or its updated version.

given responsibilities in: (a) preparing and implementing different site specific and safeguard related management plans (as guided by EIA, SIA and CLRP); (b) timely employing and mobilizing needed/required resources including: staff, tools and equipment, well in advance.

- xiii. In addition, support the client in supervising the Contractor in all matters concerning the implementation of the Gender-Based Violence (GBV) Action Plan. For example, the GBV Action Plan prepared by the Client would need to be finalized with input from the contractor, in terms of providing an approach on how to implement and monitor the plan, including sanctions, which details how allegations of Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) will be handled (investigation procedures) and what disciplinary action would be triggered for violation of the Code of Conduct (CoC) that the contractor workers would need to sign⁷. If required, instruct the Contractor to take actions in accordance with the requirements of the GBV Action Plan. Work with PMT's Gender Specialist who will be leading the implementation of the project's overall Gender Component including (but not limited to) GBV Action Plan.

- xiv. Land acquisition and Resettlement Plans, if needed, shall include preparation of plans showing land areas to be acquired for construction of the BRT and bus depots and for which occupation is required during all or part of the construction period. Also, preparation of the detailed plans showing lot boundaries for land areas including plans showing location of resettlement sites. General arrangement drawings for resettlement sites, including access and utilities, and layout of buildings, roads and footpaths internal to the resettlement sites; shall also be prepared.

4.1.6

BIM Model

- a) Information of the Deliverables i.e Designed Performance of Managed Assets and all components in the design.

The final details for consultant and contractor deliverables are to be included in the agreed project BIM Execution Plan (BEP), and this could also inform the production and delivery of the Asset Information Model that meets the building/facility owner or client's requirements

- b) BIM Model Deliverables

The BIM deliverables usually consist of the geometric elements (e.g. assets to be modelled) and the non-geometric data (e.g. asset information to be tagged as parameter

⁷ See the World Bank's Good Practice Note on Addressing Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) in Investment Project Financing Involving Major Civil Works
<http://pubdocs.worldbank.org/en/741681582580194727/ESF-Good-Practice-Note-on-GBV-in-Major-Civil-Works-v2.pdf>

in the geometric elements). Not all information about a facility needs to be captured within a BIM model.

TASK 2 – PREPARATION OF BIDDING DOCUMENTS FOR CONTRACTOR SELECTION

All procurement activities under the KMP will be made using the **WB Procurement Regulations for IPF Borrowers for Goods, Works, Non-Consulting and Consulting Services (July 2016; revised November 2017 and August 2018)**. The bidding documents will include specific requirements that minimize the use of expatriate workers and encourage hiring of local workers.

The procurement approach to construction works contracts for the BRT infrastructure will be open International Competitive Bidding (ICB) using request for bids based on single stage two envelope with post qualification. The procurements for off-corridor improvement works shall be targeting the national market and thus National Competitive Bidding (NCB) approach shall be used.

The WB's standard bidding documents shall be used for ICB procurements whereas the procurements targeting the national market would be carried out using the NCB bidding documents. The NCB documents will be agreed with the WB and will include provisions meeting the aspects given in section 5.4 of the WB Procurement Regulations.

Evaluation and award of contract will be based on the lowest evaluated responsive bid received from a qualified bidder. Contracts are envisaged to be **admeasurement with price adjustment**. No specific contract conditions are identified at the moment; however, this does not restrict the Consultant to propose those.

Based on the Yellow BRT Corridor segments and the complexity of the operations during the construction phase, the summary of *anticipated* procurement packages is provided in the *Table 3* below.

Table 3 Yellow BRT Corridor infrastructure procurement packages

| Procurement package | Approach | Priority |
|--|----------|----------|
| Package 1: Depot No. 1 | NCB | II |
| Package 2: Depot No. 2 | NCB | II |
| Package 3: Road corridor & BRT infrastructure (segments 0, 1 and 2) | ICB | III |
| Package 4: 1 km long bridge (segment 3) | ICB | I |
| Package 5: Road corridor & BRT infrastructure (segments 4, 5, 6 and 7) | ICB | III |
| Off-corridor improvements - 1 Package | NCB | II |

Prior to launching the procurement activities, the Consultant shall prepare bidding documents for civil works packages *according to priority schedule* presented in *Table 3*, and finalize those upon receiving comments from the Client. Specific attention shall be given to preparation of contractor's selection criteria. There is also a need to provide sample environmental and social safeguards non-conformance documentation with sufficient details to inform the contractors at the bidding stage that they will be, among all, assessed on environmental and social capability

and that they must deploy staff to carry out and supervise the physical environmental and social mitigation measures and checking as they would for any other construction activity in line with other standards of quality and control.

The bidding documents are to be based on Detailed Design, and include:

- Request for bid, instructions to bidders, and bid forms;
- BoQ including the cost of implementing E&S safeguards;
- Technical specifications;
- Relevant set of drawings;
- Conditions of contract;
- Form of contract; and
- SG requirements.

During the bid preparation period, the Consultant shall fully assist in conducting pre-bid conference and site visits, preparing minutes on pre-bid conference and site visits, responding to questions by bidders, preparing addendums to bidding documents [if any], and opening of bids. To the extent necessary and practical, the Consultant shall assist in: evaluation of bids, preparation of evaluation reports, contract award, any negotiations/clarification with the successful bidder to expedite preparation activities, civil works and supervision assignment.

Procurement of Works under Design-Build Mode

The construction works contract for the Package 4, i.e. 1 km long bridge, will be awarded on design and build (D&B) basis.

The Consultant shall:

1. Review available Preliminary Design and suggest improvements [if any] before using that Preliminary Design to describe the Employer's requirements in the bidding documents.
2. Assist the Client in preparation of Employer's requirements on the basis of the Preliminary Design and above recommendations, as well as in preparation of bidding documents (initial selection document and request for proposals).
3. Provide necessary support to the Client in initial selection of contractors by assisting in: preparation of initial selection document, advertising calls for initial selection, responding to questions by potential applicants and opening of applications, evaluation of submissions by applicants, preparation of evaluation reports, preparation and distribution of notices on initial selection, and responding to applicants' appeals, if any.
4. During the proposal preparation period, assist in conducting pre-proposal conference and site visit, preparing minutes on pre-proposal conference and site visit, responding to questions by proposers, preparing addendums to initial selection documents (if any), and opening of proposals.

5. Assist in: evaluation of proposals, preparation of evaluation reports, contract award, any negotiations/clarification with the successful proposer to expedite Detailed Design preparation and execution of civil works.

Draft Detailed Design for Package 4 shall be submitted for review within maximum of 2 (two) months from the commencement of the construction contract following the priorities detailed in Table 3-Table-3.

The main purpose of the Detailed Design is to provide sufficient detail for execution of works. The Detailed Design drawings are to contain sufficient details to permit contractor to carry out construction work effectively and unambiguously and with highest standards of quality and consistent with environmental and social safeguards documentation, and will be further supported by relevant reports, calculations and specifications.

Environmental and Social Safeguards

The Consultant will proactively integrate E&S safeguard aspects in key project processes/procedures covering, among others, procurement process, preparation and evaluation of bidding documents.

TASK 3 – CONSTRUCTION SUPERVISION AND CONTRACTS ADMINISTRATION

The Consultant shall perform the duties and authority of “the Engineer” as specified in or as necessarily implied by the contract, as well as administer the construction contract. Taking due regard of all relevant circumstances, the Consultant shall perform his duties or act:

- Where the initiative lies with the Employer/Consultant in administering the construction contract;
- In response to the contractor’s or the Employer’s requests; and
- In observing the requirements of the construction contract;

Wherever appropriate and not in conflict with the construction contract, the Consultant shall exercise every reasonable care to protect the interests of the Employer.

The Consultant will largely support in ensuring and confirming the compliance of EIA, SIA and CLRP through supervision, monitoring, and implementing contractors’ management plan(s) related to environmental performance, reporting non-compliances and ensuring remedies.

In order to fulfill the above, the Consultant shall always take necessary measures and provide appropriate advice to the Client to enable the contract to be completed in timely and cost-effective manner, in conformity with the contract conditions and specifications. The Consultant and the Contractor shall arrange for the Client and the WB the opportunity to inspect the works and related documentation.

Construction Activities

During the construction period the Consultant shall:

1. Satisfy himself as thoroughly as possible to the nature and scope of the works, of all information available and of documents and materials to be used by the contractor in

executing the works, so as to enable him to perform his duties satisfactorily, study and check all documents associated with the project, foresee possible problems and advise the Employer appropriately during the construction;

2. Set up project control parameters based on the requirements of the project and in conjunction with the contractors to report project plans, cost/schedule status and forecasts, and identify issues with project control parameters. The Consultant should be able to model various recovery scenarios to facilitate decision making of the Client and Contractors;
3. Set up document control as per the requirement of the project to track, manage and store information electronically, reducing paper copies;
4. The Consultant shall monitor the implementation of contractual conditions/clauses in letter and spirit, and timely advise the Client of any lapses. All submissions made by the contractor, with respect to the contract shall be scrutinized, get corrected from the contractor and submitted to the Client with appropriate recommendations under the provisions of the construction contract. Such recommendations must carry contractual and legal qualifications. Set up and establish the system of managerial control for the works contract with provision of assistance to the Client maintaining control over activities' prices and contract outcome costs, in monitoring the progress of the works, the disbursements and technical records;
5. Review of the construction drawings and supporting documents to ensure that all technical requisites are met to produce a safe and technically correct design. Obtain a copy and keep a file of any applicable standards, rules or regulations of all the relevant authorities and public bodies and companies, whose property or rights are affected or may be affected in any way by the project. Monitor and report to the Client on obtaining compliance with the specified consents by the contractor;
6. Supervise the construction of the works with due diligence and efficiency and in accordance with sound technical, administrative, financial and economic practice. The Consultant shall perform all duties associated with such tasks to ensure that only the best construction practices are followed, and that the final product is in all respects equal to, or better than that specified, and is carried out in full compliance with the governing specifications;
7. Verify that the progress of the works is in compliance with the time programme pursuant to Conditions of Contract and milestone schedule approved under the construction contract. Notify the Client as early as possible in advance of any possible failure to attain a milestone by the applicable date or non-compliance with the programme. If for any cause other than those listed in the construction contract, the rate of progress of the works is at any time, in the Consultant's opinion, too slow to ensure the completion of the works within time for completion, instruct the Contractor in accordance with the construction contract in writing with a copy to the Employer;
8. Prepare a comprehensive SG compliance monitoring framework in consultation with the PMT. The framework should cover, but not limited to, the parameters to be monitored (as identified by SG documents), monitoring tools (templates/checklists/ field visits / meetings and consultations etc.), monitoring frequency, resource allocation including

assigned staff with clear roles and responsibilities, the ways to identify non-compliances and remedies, reporting and due diligence mechanism within/along the reporting line. *Such monitoring framework will be a living document and may be customized/adjusted, subject to client's approval, to the needs periodically.*

9. Confirm and ensure that Contractor(s) has prepared the site-specific Contractor's ESMP (C-ESMP) and relevant mitigation plans to offset or reduce E&S, health and safety impacts during construction/ implementation phase (as guided by EIA, SIA). Review and approve C-ESMP, the relevant mitigation plans, ESHS provisions of method statements and implementation plans including all updates and revisions (not less than once every 6 months). Some of these mitigation plans and measures may include:

- a. Sanitation plan,
- b. Soil pollution control plan
- c. Dust/Air pollution control plan
- d. Waste management plan
- e. Health and safety plan
- f. Noise abatement plan
- g. Traffic management plan
- h. Campsite restoration plan
- i. Compensatory tree plantation and planted tree survival plan.
- j. Community Health and Safety Plan

10. Measures to address impacts on public utilities, parking in narrower sections and restriction to access and mobility during construction.
11. Provide effective support in CLRP implementation.
12. Play an effective role in implementing the grievance redress mechanism (GRM), as described in the social safeguard documents, to receive and facilitate resolution of displaced persons' concerns, complaints and grievances about the CLRP implementation and the projects overall environmental and social performance.
13. Monitor and confirm that the contractor(s) has put in place the required organizational set-up and is applying relevant safeguard management tools and applying non-compliance remedies effectively.
14. Monitor and ensure that in case of sub-contracting, the relevant contractor is adhering to and complying with all its contractual commitments with regards to safeguard compliance.
15. Support and confirm in conducting capacity building activities (trainings, awareness sessions, exposure visits etc.) as identified and outlined in the safeguard documents for key project staff and implementing partners/stakeholders. It is further expected that consultants will design and impart tailor made/customized training curricula as per need

and requirement. The participants⁸ may include the staff/workers of: (a) PMT-SMTA, (b) Infrastructure Development Company, (c) Operator Company, (c) Environmental Consultancy Firm, (d) Contractors.

16. Monitor, ensure and confirm that respective contractor(s) is taking appropriate mitigation measures against the potential adverse environmental, social, health and safety (ESHS) impacts. Some of the potential hazards/adverse impacts against which mitigation measures need to be monitored on priority include:

- a. Existence of electric pylons: leading to safety hazards due to existence of electric pylons at corridor
- b. Air Quality: air pollution resulting in poor visibility, loss of vegetation, property damages, and health implications on workers and nearby community due to fugitive emissions of dust (SPM, PM10, PM2.5), stack and vehicular emissions during construction activities;
- c. Soil: Soil contamination due to storage of oily parts and oily rags on unpaved floors, spillage and leakage of chemicals, fuel, and lubricants on soil (construction camps/sites);
- d. Noise: may cause nuisance and health impacts on workers and nearby community due to noise from construction machineries, generators, construction activities and vehicular movement;
- e. Clogging of wastewater drains: potentially causing nuisance, odor, soil pollution, outbreak of diseases due to ponding and breeding of mosquitos and flies;
- f. Protection of wastewater drains during construction activities to protect clogging of drains.
- g. Flooding at Corridor: potentially causing nuisance, odor, soil pollution, outbreak of diseases due to ponding and breeding of mosquitos and flies;
- h. Proper Storm Water Drainage at Corridor: Proper storm water drainage system is required at corridor to avoid flooding issue Designer Design stage
- i. Wastewater: soil and water contamination, odor, health implications on workers and community (due to breeding of mosquitos and flies), and nuisance due to improper wastewater Treatment;
- j. Vegetation loss / Tree Cutting
- k. Physical Cultural Resources (PCRs): Chances of the loss of PCRs at the project sites during excavation
- l. Control of Stack and Vehicular Emissions: the stack emissions from generators, if used as standby source of power supply and vehicular/machinery movement at the site can affect the ambient air quality.
- m. Solid Waste and Surplus Construction Material: may cause nuisance, health implications on workers and community

⁸ BRT ESIA Section 7.5.

- n. Chemicals and Hazardous Waste: potentially causing nuisance, odor, soil pollution, outbreak of diseases due to ponding and breeding of mosquitos and flies;
 - o. Health and Safety: health and safety hazards for workers and community due to construction activities/sites; thus, requiring Occupational Health and Safety Management.
 - p. Fire: leading to serious health, safety issues and loss of property assets.
 - q. Traffic: traffic congestion at or around construction sites due to construction activities may cause disruption of normal social activities, loss of time and resources etc.
17. Check that the Contractor's actual reporting (content and timeliness) is in accordance with the Contractor's contractual obligations;
18. Review and critique, in a timely manner, the Contractor's ESHS documentation (including regular reports and incident reports) regarding the accuracy and efficacy of the documentation;
19. Issue acceptance and/or approval, as appropriate, of submissions required from the Contractor, including, but not limited to: staff appointments, insurances, guarantees, licenses, programs, method statements, Traffic Management Plan (TMP), safety measures, suppliers and materials for incorporation in the works, quality assurance and control plans, laboratory provisions and execution of the testing program, subcontractors, plant, equipment and Environmental and Social Management Plan (ESMP), including the plan on Gender-Based Violence (GBV), and other E&S mitigation plans required in the EIA;
20. Coordinate actions and activities of all the stakeholders concerned with the Project through appropriate meetings, which are to be recorded. The minutes shall report on the actions to be taken by all parties. Thereafter, the Consultant will check that the actions to be taken by the parties are implemented. The Consultant will act on behalf of the PMT in this matter and will be responsible for enforcing quality criteria, including safety measures, actions identified in the ESMP and TMP, time schedule, and all other conditions included in the contract;
21. Ensure that the day-to-day construction activities are carried out in an environmentally and socially sound and sustainable manner, and monitor and supervise compliance with environmental and social impact mitigation measures during the works implementation in consultation with the environmental and social staff in the PMT. Agree remedial action/s and their timeframe for implementation in the event of a noncompliance with the Contractor's ESHS obligations;
22. Ensure appropriate representation at relevant meetings including site meetings, and progress meetings to discuss and agree appropriate actions to ensure compliance with ESHS obligations
23. Jointly with the contractor, identify and mark all utilities with the help of competent authorities and assist the Client in effecting removal/relocation (where necessary) of utilities within the RoW;

24. Jointly with the contractor, identify and locate all beacons and benchmarks to enable the contractor to set out and perform the works;
25. Liaise with the respective authorities to ensure that the assessment and compensation for properties if any, within the RoW is done before the contractor is given possession of site. The Client is responsible for handing over the RoW to the Engineer and contractor for the road construction works;
26. Inspect, test or have tested by competent entities, and approve all materials to be incorporated into the works to ensure compliance with technical specifications requirements. A system of formal testing procedures must be set up covering the frequency of testing, type of tests to be carried out and methods and formats of reporting the result. According to the provisions of the laws and regulations regarding control of the quality of the works, the Consultant shall: (i) prepare the program of testing the quality of the executed works, (ii) order any investigations and testing to determine the cause of defects and instructing the removal of improper work, (iii) take samples from the site, (iv) supervise performance of the test work, (v) issue reports regarding the observed quality of the executed works, and (vi) recommend actions to be taken in the case of unsatisfactory result;
27. Keep updated all records including reports, works diaries, correspondence, instructions given to the contractor, test records, payment records and all other relevant documents pertaining to the works operations and supervision contract;
28. Maintain a site diary on a daily basis with the contents and format to be agreed with the Client. Site diary will record all events pertaining to administration of contract, instructions issued to the contractor, pertinent requests from the contractor and any other information which will be of assistance in resolving any dispute or claims. The site diary will include the daily diary sheets from members of the supervision staff, and instructions and observations made by the representative of the Client during any of the site visits;
29. Prepare consolidated monthly reports on physical and financial status, site meetings and contractual matters with particular reference to variation orders and contractor's claims. Monthly reports shall deal specifically with monitoring and follow-up of agreed environmental and social mitigation measures and with the contractor's adherence to health and safety standards and anti-corruption measures as applicable under the contract. Specifically, report will include a breakdown of non-compliances and rectification by the contractor, and the summary of testing and monitoring results. Each monthly report should include recommendations if any, for action by the Employer;
30. Provide immediate notification to the Client should any incident in the following categories occur while carrying out the Services. Full details of such incidents shall be provided to the Client within the timeframe agreed with the Client.
 - a. Confirmed or likely violation of any law or international agreement;
 - b. Any fatality or serious (lost time) injury;
 - c. Significant adverse effects or damage to private property (e.g. vehicle accident);
or

- d. Any allegation of gender-based violence (GBV), sexual exploitation or abuse (SEA), sexual harassment or sexual misbehavior, rape, sexual assault, child abuse or defilement, or other violations involving children
31. Ensure that contractor immediate notifications on ESHS aspects are shared with the Client immediately;
 32. Immediately inform and share with the Client any immediate notification related to ESHS incidents provided to the Consultant by the Contractor, and as required of the Contractor as part of the monthly and quarterly reporting;
 33. Share with the Client in a timely manner the Contractor's ESHS metrics, as required of the Contractor as part of the monthly and quarterly reports.
 34. In collaboration with the contractor, monitor the creation of employment opportunities as a result of the works, by recording month by month the number of people employed by the contractor and sub-contractors, and calculate the number of person-days of work created by the works contract (separately for men and women). As much as possible and reasonable, estimate the creation of employment opportunities also through businesses indirectly related to the works;
 35. Prepare control charts of main activities and a project master schedule, indicating both past performance and forecasts for completion including time involved in each case. The methodology will involve development of a hierarchy of programs, including a summary program for overall control, contractor's mobilization, construction activities including key dates, completion and commissioning, and defects liability requirements. It will also cover document review and formal contract documentation. Representation of progress on individual elements will depend on the nature of the works. The progress of each major operation will be reported individually and marked-up diagrams used to show the comparison of work actually completed with programmed completion. This clear diagram presentation supplements the activity progress information given in the tabular schedule reports and bar charts. The Consultant shall, to the extent possible, link and generate the progress and all status reports and monitoring of the work program using the appropriate computer software agreed with the Client;
 36. Check and ascertain the contractor's interim and final payment certificates for consideration by the Client. Interim Payment Certificates (IPC) for the works executed should clearly indicate the foreign exchange costs, the local costs and taxes and duties. IPCs to be submitted to the Client for payment purposes shall include the total cost of the works executed in foreign exchange and local costs (net of taxes and duties). Resolve with the contractor, where possible, any mistakes and queries which may arise in conjunction therewith, and advise the Client of any adjustments considered necessary;
 37. Record, examine and evaluate all claims submitted by the contractor and submit timely recommendations thereof for consideration by the Employer;
 38. Negotiate with the contractor the price of additional works in the contract, if any, subject to the approval of the Client;

39. The Consultant may, with prior consultation with the Client, effect changes in design or specifications where required, which will improve the quality of the works. Such changes shall not increase the contract time, nor shall increase in contract price resulting from such changes exceed a percentage to be agreed with the Client. In addition, such changes shall also be subject to reassessment of E&S implications and required measures;
40. The Consultant shall monitor and keep an inventory of all shop drawings for each works component; a digital archiving database on computer in this regard shall be developed. The Consultant shall advise the Client that the material and specifications used conforms to the agreed conditions of contract as depicted from the shop drawings. 10% sampling of fixtures shall be tested for compliance;
41. Prepare and submit to the Client the final account for the executed works;
42. Foresee potential problems, specially based on the lessons learned from the projects of similar nature, and advise the Client appropriately during the construction period;
43. The Consultant shall assist the Employer in settling of the audit observations and objections raised [if any] by any department/authority/agency and prepare replies in this regard, related to the project and provide available relevant documents/papers/letters etc. to support the replies;
44. Where applicable, the Consultant shall continuously review condition of the existing roads/streets in the area used as construction transport routes, and suggest necessary repairs of damage due to such traffic to the appropriate quality standards;
45. Supervise contractor's work on preparation of as-built drawings and maintenance manuals. The consultant shall validate the drawings as per construction done. The Consultant shall develop the firmed-up estimate as per final completion of the Project;
46. Prepare a final construction report;
47. Prepare complete set of documents for technical acceptance procedure with the relevant authorities, as well as complete set of documents to enable entry into cadaster books/records;
48. Participate in the semi-annual project supervision missions, which may take place in Pakistan or in neighboring countries, upon the request of the Employer or WB.
49. The Consultant shall assist the Client during the Dispute Adjudication Board (DAB) proceedings, if any, and assist the Client in submission of response to DAB queries and attend meetings alongside the Client whenever required during the DAB proceedings.
50. Undertake audits and inspections of Contractor's accident logs, community liaison records, monitoring findings and other ESHS related documentation, as necessary, to confirm the Contractor's compliance with ESHS requirements
51. The Consultant shall seek prior written approval of the Client to:
 - a. Issue the order to commence the works;
 - b. Issue any variation of scope of work with or without financial implications for the contract price, except in an emergency situation, as reasonably determined by the Consultant;

- c. Sanction additional items, sums or costs;
- d. Approve subletting of any part of the works;
- e. Approve any extension of the time for completion;
- f. Issue instruction for suspension of all the works;
- g. Approve any other type of variation;
- h. Perform additional control testing in excess of the quantities defined by the relevant regulations.

If the Consultant does not fulfill its obligations under subparagraphs (a) to (h) above, it will assume full financial and legal responsibility of such fault.

Post-Construction Activities

The Consultant shall supervise any corrective repairs and other works (including the administrative aspects of the works) during the Defect Notification Period (DNP) which is set to 12 (twelve) months. For purposes of carrying out these services the Consultant shall assign necessary personnel to carry out inspection of the works and for the final inspection, preparation and issuing of final certificate. During this period, the Consultant shall be expected to draw the attention of the contractor to any defects as soon as such defects are noticed and shall supervise the subsequent remedial works by the contractor, as well as report to the PMT on defects and remedial works.

Capacity Building and Innovative Approach

The Consultant would be required to plan and deliver capacity building trainings, through internationally accredited institutions / trainers, for the Client's staff. These trainings would be in the areas of BRT design & planning concepts (four complete trainings/certifications), procurement (design build contract) & contract management (four complete trainings/certifications), project management (four complete trainings/certifications), BIM (two complete trainings/certifications), QHSE (four complete trainings/certifications) and relevant engineering software, financial and risk management (four complete trainings/certifications), advanced economic and financial evaluation of capital projects (four complete trainings/certifications), etc. These trainings must be internationally recognized institutions / trainers.

The Client desires to implement the Project adopting new and modern techniques for project planning, design and implementation i.e. BIM. The Consultant will undertake the design stage using processes compliant with BIM 2.0 (or later), as defined in BS 1192 or equivalent. All design layers embedded in 4D BIM model with materials information including recommended vendors. During the construction stage of the project, the consultant shall use BIM 2.0 (or later) processes to fulfill its contractual obligations to the Client. The following BIM deliverables and other outputs will be required:

- Site model
- Massing model
- Architectural, structural, MEP models

- For regulatory submissions
- For coordination and / or clash detection analysis
- For visualization
- For cost estimation
- Schedule and phasing program (In BIM)
- Construction and fabrication models
- Shop-drawings
- As-built model (in native proprietary or open formats)
- Data for facility management
- Other additional value-added BIM services

There will be routine presentations during the Project to monitor the BIM model in contrast to the construction works and the final BIM model shall be under the ownership of the Client. Therefore, the Consultant must identify skilled staff for all disciplines who will take part in the project delivery from design stage to execution and operation/maintenance through BIM.

DELIVERABLES

The Consultant shall prepare and submit designs, documents and reports described in this section. All deliverables shall be prepared in English. In addition to 3 (three) hard copies, electronic version of each report, in an open format ready for editing (pdf version is not acceptable), will be submitted. The *Table 6* below provides the summary of all specified and described deliverables, and schedule of submission.

INCEPTION REPORT

The Consultant shall submit Draft Inception Report within 4 (four) weeks of commencement of services. Apart from the detail description of the program of services for the first two tasks (Detailed Design preparation and Procurement Assistance), report shall include results of the Preliminary Design review, as well as recommendations for the following design stage.

The Client shall review the draft within 2 (two) weeks of submission upon which the Consultant will have additional 2 (two) weeks for submission of the final Inception Report.

INTERIM REPORTS ON SUPPORTING TECHNICAL STUDIES AND ANALYSIS

Using the findings of the additional surveys, investigations and analysis carried out and listed in Section 04.1.2, the Consultant shall submit interim reports summarizing the findings of the consulting activities for the following:

Table 4 Schedule of delivery for Supporting Studies and Analysis

| Report | Submission |
|--------------------|---------------------|
| Topographic Survey | 3 months from start |

| | |
|--|---------------------|
| Traffic Engineering Study | 3 months from start |
| Parking Study | 3 months from start |
| Residual Pavement Strength Survey | 3 months from start |
| Structural Condition Survey | 3 months from start |
| Hydrological Study | 3 months from start |
| Geotechnical Survey and Investigations | 3 months from start |
| Utility Survey | 3 months from start |

The Client shall review the drafts within 3 (three) weeks of submission after which the Consultant will have additional 2 (two) weeks for submission of the final Interim Reports.

DETAILED DESIGN

Draft Detailed Design for all infrastructure shall be submitted for review within maximum of 6 (six) months from the commencement of the services following the priorities detailed in *Table 3*, and in accordance with the schedule provided in *Table 3*. The consultant will organize and conduct meetings with project stakeholders as needed, as well as workshops after submission of draft and final detailed designs, to guarantee mutual understanding of project issues and proposed options. All expenses for those workshops should be borne by the consultant under their consulting contract.

Table 5 below. The consultant will organize and conduct meetings with project stakeholders as needed, as well as workshops after submission of draft and final detailed designs, to guarantee mutual understanding of project issues and proposed options. All expenses for those workshops should be borne by the consultant under their consulting contract.

Table 5 Schedule of delivery for Detailed Design

| Procurement package | Submission |
|--|-----------------------------|
| Package 1: Depot No. 1 | 3 months from start |
| Package 2: Depot No. 2 | 3 months from start |
| Package 3: Road corridor & BRT infrastructure (segments 0, 1 and 2) | 6 months from start |
| Package 4: 1 km long bridge (segment 3) | See sections 4.2.1 and 05.5 |
| Package 5: Road corridor & BRT infrastructure (segments 4, 5, 6 and 7) | 6 months from start |
| Off-corridor improvements – 1 Package | 4 months from start |
| Revised ESIA, CLRP, SIA Reports | With each package |

Final Detailed Design for each package will be submitted within six (6) weeks from the receipt of comments.

BIDDING DOCUMENTS

Draft and final bidding documents will be prepared and submitted along with the draft/final Detailed Design for each package following the schedule provided in *Table 3*. The consultant will organize and conduct meetings with project stakeholders as needed, as well as workshops after submission of draft and final detailed designs, to guarantee mutual understanding of project issues and proposed options. All expenses for those workshops should be borne by the consultant under their consulting contract.

Table 5 below, except for Package 4 which shall be delivered 2 (months) from start of services. The WB's standard procurement documents shall be used for developing ICB packages. One set

of standard NCB documents shall be prepared and agreed with the Bank prior to adopting them for the identified procurement packages.

DETAILED DESIGN REVIEW REPORT FOR PACKAGE 4

The Consultant shall review Detailed Design developed by the contractor and comment on any issues, mistakes or improvements that, in the opinion of the Consultant, need to be addressed to secure successful completion of the D&B contract. The Consultant will assist the Client in review and approval of the design by certifying that the design meets all required parameters and comply with the Employer's requirements, moreover, ensure that any issues associated with the contractor's design are resolved expeditiously.

The Consultant will have the following obligations:

1. Assess the adequacy of the basic input (topography, geotechnics, hydrology, pavement, etc.) data used for the design;
2. Assess the applicability of the design basis established for the design;
3. Check adequacy of the contractor's design based upon own calculations and evaluations;
4. Assist in obtaining approval of the design from the official body/ies, if any.

The Consultant shall review Detailed Design set of documents for 1 km long bridge and submit the relevant report within the 3 (three) weeks upon its submission by the Contractor. This report shall include results of the review and identification of any non-compliance likely to cause material deficiency and/or delay, or other adverse consequences compromising the safety, serviceability and economy of the design based on the guidelines provided in the Employer's requirements of the bidding document.

Report will contain specific determination regarding the content and quality of the submission, i.e. "no comments" or "minor comments" which do not require resubmission or "specific comments" where the design is not in accordance with the applicable procedure and code requirements or deviating any legal and technical regulations. With such specific comments, the Consultant shall ensure that the contractor resubmits the revised duly compiled Detailed Design for further review within agreed time frames. The Consultant shall ensure that the concerned design review team of consultant work jointly with the contractor to address comments on the design, minimize rework potential and reduce the cycle of comments from consultant to the contractor during finalization of detailed design. The Consultant shall ensure that changes are proposed wherever the contractor's design violates the pertinent codes, procedures and requirements described in the Employer's requirements, however, margin for discretion of design shall be provided to the contractor and extent of changes shall not cause to absolve the contractor from the responsibility of design or provide grounds of claim to the contractor due to the changes suggested above and beyond the Employer's requirements.

If, in the opinion of the Consultant, there is a need for additional field and/or design work to secure quality and an acceptable design life of the works covered by the contract, required changes shall be defined and further work of the contractor will be supervised by the Consultant.

WORKS COMMENCEMENT REPORT

The Consultant shall submit the Works Commencement Report within 4 (four) weeks of commencement of the construction works in the field, for each of the works contracts. This report shall include results of the contractor's work program review, any modifications thereto, status of the contractor's mobilization, advance payment, bank guarantees, insurances, program of quality testing, and any other matters requiring the Client's attention and action.

MONTHLY PROGRESS REPORTS

The Consultant shall prepare progress reports every month for the duration of the works, for each of the works contracts. These should reach the Client not later than 15 (fifteen) days after the end of the month being reported on. The format and the text of the monthly progress reports shall be as agreed with the Client. The report will include, but not be limited to the following:

- Useful information regarding the implementation of the contract allowing a technical and financial follow up of the project;
- Recording of any agreed changes on the original envisaged technical solutions;
- Suggestions for resolution of any technical and other problems (a separate section will be given to cover issues, problems and solutions) which occur and those affecting the progress of the works such as variation orders to the contractor and contractor's claims;
- Financial status of both the construction and the supervision of the civil works;
- Progress charts including percentages of completion of individual main work items and overall contract;
- Status on contractor's allocated resources vs. actual resources deployed at site;
- Quarterly budget forecasts and milestone values expected to be achieved;
- Weather information and charts;
- Construction and supervision data;
- Breakdown of non-compliances and rectification by the contractor, and the summary of testing and monitoring results;
- Status of compliance with the ESMP, and plan on GBV;
- Information on contractor's adherence to health and safety standards and anti-corruption measures.

ENVIRONMENTAL AND SOCIAL SAFEGUARDS MONITORING REPORTS

The Consultants will generate E&S safeguards monitoring data/reports on monthly and quarterly basis as guided by EIA, SIA, and CLRP. The reporting will also include the implementation of the Grievance Redress Mechanism (GRM). Quarterly Progress Report (QPR) will be shared, among others, with the Bank for its review and final clearance.

DEFECT NOTIFICATION PERIOD REPORTS

The Consultant shall submit quarterly reports, for each of the works contracts, showing events and activities for the previous reporting period during DNP within 10 (ten) days after the inspection.

Final DNP report, for each of the works contracts, will be submitted within 30 (thirty) days after the expiration of the DNP.

SPECIFIC REPORTS

The Consultant shall deliver special reports on any major issue raised during the contract implementation, at the Client's request.

FINAL CONSTRUCTION AND PERFORMANCE REPORTS

The draft Final Construction Report, for each of the works contracts, shall be submitted not later than 4 (four) weeks after the completion of construction works (i.e. issuance of Taking over Certificate). The report should enable the Client to know the type, quality and quantity of materials used and all information which, together with the as-built drawings (original and 5 (five) hard copies) and specifications and maintenance manuals, will help in maintenance of the Yellow BRT Corridor and off-corridors.

The report shall also include a summary of principal difficulties encountered during construction and means employed to overcome them, changes (if any) made in the original design, modifications to specifications and conditions of contract, all variation orders, assessment of contractor's claims, utilization of provisional sums, price variation and physical contingency sums, cumulative monthly payments to the contractor, by date and number of payment certificate and break down into foreign and local currencies and including a similar payment schedule for supervision services. The details of the overall project costs (construction and supervision) with justification for any significant differences with the original shall be given in the final report. All necessary approvals by the Client and other relevant authorities shall be attached.

The Client shall review the draft Final Construction Report, for each of the works contracts, within 2 (two) weeks of submission upon which the Consultant will have additional 2 (two) weeks for submission of the final version.

Upon issuance of the Performance Certificate and the final payment certificates, for each of the works contracts, the Consultant shall prepare the Project Performance Report, for each of the works contracts, within 4 (four) weeks of issuance of Performance Certificate.

Table 6 Summary and schedule of deliverables

| Phase | Deliverable | Submission |
|--------|---|---|
| Design | 1. Inception Report followed by the workshop | Draft 4 weeks from start Final 2 weeks after receipt of comments |
| | 2. Interim Report – Supporting Studies and Analysis i. Traffic Engineering Study | |

| Phase | Deliverable | Submission |
|-------------|--|--|
| Supervision | ii. Parking Study iii. Topographic Survey iv. Residual Pavement Strength Survey v. Structural Condition Survey vi. Hydrological Study vii. Geotechnical Survey and Investigations viii. Utility Survey | 3 months from start 2 weeks after receipt of comments |
| | 3. Detailed Design (3 workshops for briefing on analysis reports, detailed designs and safeguards) Draft for Depots No. 1 and No. 2 Draft for Road corridor & BRT infrastructure (segments 0, 1 and 2) Draft for Road corridor & BRT infrastructure (segments 4, 5, 6 and 7) Draft for Off-Corridor improvements Revised-Draft Revised ESIA, CLRP, SIA Reports All final designs & Final Revised ESIA, CLRP, SIA Reports | 3 months from start 6 months from start 6 months from start 3 months from start with detail designs 4 weeks after receipt of comments |
| | 4. Bidding documents Draft for Depots No. 1 and No. 2 Draft for Road corridor & BRT infrastructure (segments 0, 1 and 2) Draft for 1 km long bridge (segment 3) Draft for Road corridor & BRT infrastructure (segments 4, 5, 6 and 7) Draft for off-corridor improvements All final versions | 3 months from start 6 months from start 2 months from start 6 months from start 3 months from start 4 weeks after receipt of comments |
| | 5. Detailed Design Review Report for Package 4 | 3 weeks upon receipt of design |
| | 6. Works Commencement Report (for each works contract) | 4 weeks from start of works contract |
| | 7. Monthly Progress Reports (for each works contract) | 15 days after the end of month being reported on |
| | 8. Environmental and Social SG Monitoring Reports | monthly and quarterly basis as guided by EIA, SIA, and CLRP |
| | 9. Defect Notification Period Reports Quarterly reports (for each works contract) Final DNP Report (for each works contract) | 10 days after inspection 30 days after expiration of the DNP |
| | 10. Specific Reports | 15 days upon request |

Commented [HR3]: Please ensure that the deliverables and the timelines are aligned and do able within the provided timelines for each activity. In addition, please ensure that the SMTA is also bound to provide their comments within a specified time period. Currently, it seems there is no timeline associated for the SMTA Comments.

Commented [HR4]: Please ensure that the deliverables and the timelines are aligned and do able within the provided timelines for each activity. In addition, please ensure that the SMTA is also bound to provide their comments within a specified time period. Currently, it seems there is no timeline associated with the SMTA Comments.

| Phase | Deliverable | Submission |
|-------|--|--|
| | 11. Final Construction Reports (for each works contract) | Draft 4 weeks after completion of construction works Final 2 weeks after receipt of comments Project Performance Reports (for each works contract) 4 weeks after issuance of Performance Certificate |

TEAM COMPOSITION

In order to execute its obligations, the Consultant shall provide the staff and its head office expert assistance as described hereunder. It is specifically noted that the preparation of the Detailed Design for the Yellow BRT Corridor, Depots and off-corridors will run in parallel and the Consultant is required to secure enough capacity of design teams. In order to properly undertake the services, the Consultant shall be expected to field well-qualified key & non-key staff with fluency in English, headed by a *Project Manager*.

Project Manager: Shall have overall responsibility for coordination among the consultant's team, PMT/SMTA and other stakeholders during the complete implementation of the project and provides overall guidance and support to its team. S/he shall possess at least 20 (twenty) years of experience, out of which at least 15 (fifteen) years as a team leader or equivalent capacity on civil engineering projects preferably infrastructure development and has led the team of international and national experts.

Educational Qualification: Shall be a qualified Civil Engineer, preferably with master's degree in civil engineering or relevant subject (internationally recognized professional qualification). The person on this position should have ability to lead team-work during the projects, interpersonal, inter-cultural and strong communication skills to ensure effective stakeholder management throughout the project.

KEY STAFF

Phase 1: DETAILED DESIGN AND PROCUREMENT SUPPORT

.1.1 Senior Urban Road and Bus Rapid Transit System Expert- Team Leader Design:

Shall have full responsibility for all technical and administrative aspects, including stakeholder management, required for the design phase to ensure timely preparation of these. S/he shall possess at least twenty (20) years of experience in infrastructure projects, out of which at least twelve (12) years as a Team Leader or equivalent capacity on urban road/transit and infrastructure design and construction projects of similar nature, scale and complexity to this project. S/he will possess extensive experience in design, construction and supervision of urban road/transit projects, contract and project management. S/he should have served in a similar role on long-term basis on at least three (3) previous successfully similar assignments where the value of the works designed / executed was at least USD fifty (50) million for each

assignment. Experience of working for at least five (5) years in countries with similar conditions.

Educational Qualification: Shall be a qualified Civil Engineer, preferably with master's degree in civil engineering or relevant subject (internationally recognized professional qualification). The person on this position should have ability to lead team-work during the projects, inter-personal, inter-cultural and strong communication skills to ensure effective stakeholder management throughout the project;

.1.2

Senior Bus Rapid Transit System Design Expert: shall have at least fifteen (15) years of professional experience in urban transport planning or engineering out of which at least ten (10) years of experience should be in a similar role working on projects of similar nature, scale and complexity. H/She shall be responsible to assist the Team Leader in managing *all* design related matters and shall lead the design team in preparation of detail designs of the project, relevant technical documentations and comprehensive design coordination keeping all aspects of urban transport, mass transit and quality in consideration. Experience of working for at least 5 (five) years in countries with similar conditions, fluency in English language is required.

Educational Qualification: Shall be a qualified Civil / Transport Engineer, preferably with master's degree in civil engineering – specialization in Transportation/ Urban Transport/ Traffic Engineering or relevant subject (professional qualification recognized internationally). Advanced qualifications and experience in MRT/BRT systems, planning, design & operations, MRT/BRT corridor design, street design, and BRT system planning and design, Public Transport System reform, management, and implementation will be an added advantage;

.1.3

Senior Structural/Bridge Engineer: At least twenty (20) years of professional experience in structural design and bridge construction, out of which at-least fifteen (15) years in concrete bridge and viaduct/underpasses designs. H/She shall oversee structures design and shall lead the team of structural engineers for all structural design works to be incorporated into the detail design, design reviews and coordination during construction supervision. Experience of working for at least 5 (five) years in countries with similar conditions.

Educational Qualification: Shall be a qualified Civil Engineer, preferably with master's degree in civil/structural engineering or relevant subject (professional qualification recognized internationally). Advanced certifications and knowledge in Seismic Analysis and Structural Dynamics, Structural Integrity and Maintenance, Failure Analysis will be an added advantage;

.1.4

Senior Pavement Engineer: At least 15 (fifteen) years of professional experience, out of which at-least twelve (12) years in geometric design of urban road and BRT projects of similar nature, scale and complexity. S/he shall be in-charge of pavement design and supervision of all works regarding pavements for both BRT corridor and off-corridors. Experience of working for at least 5 (five) years in countries with similar conditions.

Educational Qualification: Shall be a qualified Civil Engineer, preferably with master's degree in civil engineering or relevant subject (professional qualification recognized internationally). Experience and knowledge of innovative practices in pavement designs will be an added advantage.;

- .1.5 **Senior Procurement Specialist:** At least fifteen (15) years of professional experience in procurement of works and services, out of which experience of at least twelve (12) years in urban infrastructure construction projects, including at least two (02) projects procured on a Design and Build (D&B) basis. S/he shall lead team of procurement engineers and shall be responsible for preparation of procurement documentation and assistance during entire procurement process during the project. Moreover, s/he will be tasked to plan and deliver capacity building training sessions for the Client's staff on the subject matter specifically on the Design and Build Contracts. Experience of working for at least 5 (five) years in countries with similar conditions, fluency in English language is mandatory and good knowledge of Urdu language will be an added advantage.

Educational Qualification: Shall be a qualified Civil Engineer, preferably with master's degree in civil engineering or construction management or relevant subject (professional qualification recognized internationally). Experience and knowledge of working with World Bank procurement regulations will be preferred.

Phase 2: CONSTRUCTION SUPERVISION & DNP

The Consultant's supervision team shall include the following key staff members:

- .1.6 **Chief Resident Engineer (CRE) / Team Leader Construction:** At least eighteen (18) years of professional experience in design and construction supervision of infrastructure projects; out of which at least fifteen (15) years in the capacity of senior resident engineer leading the teams of construction supervision staff on infrastructure projects of similar nature, scale and complexity. S/he shall be responsible for the entire construction supervision matters. S/he shall be responsible to work closely with design team, supervision staff, contractors and the Client to keep the project progress monitored and take appropriate actions when necessary to ensure timely completion of the project.

Educational Qualification: Shall be a qualified Civil Engineer, preferably with master's degree in civil engineering or relevant subject (professional qualification recognized internationally);

- .1.7 **2 (Two) Resident Engineers,** with at least 15 (fifteen) years of professional experience, out of which at least ten (10) years of extensive experience as a resident engineer or equivalent capacity on urban infrastructure construction projects on projects of similar nature, scale and complexity. They shall be responsible for construction aspects for the BRT corridor, off-corridors and bus depots with priority to the quality and safety matters. They shall lead teams of their respective assistant resident engineers and other construction supervision staff and shall report to the CRE. Experience of working for at least 5 (five) years in countries with similar conditions and good knowledge of Urdu will be an added advantage.

Educational Qualification: Shall be a qualified Civil Engineer, preferably with master's degree in civil engineering or relevant subject (professional qualification recognized internationally);

- .1.8 **Senior Contract Management Specialist:** At least fifteen (15) years of experience, out of which at least ten (10) years in urban infrastructure construction projects of similar scale and complexity. S/he will track and monitor all contractual issues, monitor and maintain an overview of issues that may put the Client at risk of financial or time effect under the terms of the contract, provide instructions on claims from a contractual point of view, establish and maintain a record of all instructions and notices issued under the terms of contract, assess the extent of cost and time effect of variations, solve problems in application of contract and legal rules, prepare drafts of any submissions and certificates for issue.

Educational Qualification: Shall be a qualified Civil Engineer, preferably with master's degree in civil engineering or relevant subject (professional qualification recognized internationally).

NON-KEY STAFF

The following non-key staff is deemed to be necessary to comply with the required scope of the design and supervision phases:

- .1.9 **Urban Space Management Specialist:** At least ten (10) years of professional experience in implementation and management of urban projects having experience in at least two (2) projects of similar nature, scale and complexity. S/he must have a master's degree in urban planning with technical specialization in parking studies, design of on-street and off-street parking facilities, and knowledge of technologies and systems for administering parking charges, and enforcing parking regulations.

Educational Qualification: Shall be a qualified Urban Planner and/or Civil/Transportation Engineer, (professional qualification recognized internationally);

- .1.10 **Senior Traffic Engineer:** With at least fifteen (15) years of professional experience in traffic engineering for Urban roads and Mass Transit facilities. S/he will possess expert knowledge of traffic engineering principals and be proficient in the use of traffic modelling & simulation software having experience in at least three (3) projects of similar nature, scale and complexity. S/he shall work closely with the BRT design engineers and shall be responsible for undertaking classified movement surveys, review and advise on BRT service plan and travel demand model used to devise the route network and estimated ridership and simulation of the entire Yellow BRT Corridor (specifically micro-simulations at junctions). S/he shall also be responsible to advise on traffic management and safety matters along the corridor and during construction, working in close cooperation with Traffic Safety Engineer. Moreover, s/he will be tasked to plan and deliver capacity building training sessions for the Client's staff on traffic planning and engineering techniques in similar projects, according to the best practices adopted internationally.

Educational Qualification: Shall be a qualified Civil / Transport Engineer, preferably with master's degree in Transportation/traffic engineering or relevant subject (professional qualification recognized internationally);

- .1.11 **Non-Motorized Traffic (NMT) Specialist:** At least fifteen (15) years of professional experience out of which at-least ten (10) years in planning and designing of projects for NMT. S/he shall work closely with the road/BRT/traffic engineers and shall be responsible for planning and designs of NMT facilities with special emphasis on quality and safety aspects. Moreover, s/he will be tasked to plan and deliver capacity building training sessions for the Client's staff on the practical aspects of NMT according to the best practices adopted internationally.

Educational Qualification: Shall be a qualified Urban Planner and/or Civil / Transportation Engineer preferable with master's degree in civil / Transportation Engineering or relevant subject, (professional qualification recognized internationally);

- .1.12 **Occupational, Health and Safety Specialist:** At least fifteen (15) years of experience in managing occupational health and safety aspects during the execution of large civil works projects. S/he will be responsible for OHS aspects of work sites and shall submit monthly reports to the CRE on the status of implementation of mitigation measures, complaints received, and actions taken. The OHS specialist shall ensure that all necessary equipment (including personal protective equipment) and support including but not limited to provision of dedicated vehicles, office space and accessories, safety related tools are provided to the contractor's OHS manager during the contract. S/he will, jointly with the Social Safeguards Specialist and Environmental Safeguards Specialist assist in resolution of relevant complaints during project implementation. Moreover, s/he will be tasked to plan and deliver capacity building training sessions for the Client's and contractor's staff on the practical aspects of OHS, (design for safety, construction safety, accident prevention etc.) according to the best practices adopted internationally.

Educational Qualification: Shall have relevant qualification and certification recognized nationally and internationally;

- .1.13 **6 (Six) Assistant Resident Engineers:** At least 10 (ten) years of experience in supervision of road, bridges, infrastructure works. Reporting to the resident engineer of their respective packages, their duties shall include management of site operations, verifying that the contractor fulfils its duties and responsibilities in carrying out and completing the contract, maintaining all the records that are relevant to the performance of the contract.

Educational Qualification: Shall be a qualified Civil Engineer (professional qualification recognized internationally);

- .1.14 **Architect:** At least fifteen (15) years of professional experience, out of which at least ten (10) year experience in the architectural design and supervision of urban transit or relevant works. S/he shall be responsible for architectural (and visual) design and supervision of all elements for the BRT corridor and grade separated structures including stations and depots, with due consideration to the innovative practices and sustainable designs adopted internationally. Experience of working for at least 5 (five) years in countries with similar conditions and good knowledge of Urdu will be an added advantage.

Educational Qualification: Shall be a qualified Architect preferably with master's degree (professional qualification recognized internationally);

- .1.15 **BIM Specialist:** At least ten (10) years of international experience in design and construction of infrastructural works, out of which at least 7 (seven) years in implementation of BIM environment in designing and construction management of projects of similar nature, scale and complexity. S/he shall lead a team of engineers and shall be responsible for managing the design activities (specially design coordination) and tracking the performance during works execution towards the full application of the BIM. Moreover, s/he will be tasked to plan and deliver capacity building training sessions for the Client's staff in respect to application of BIM technology. Experience of working for at least 5 (five) years in countries with similar conditions. Fluency in English language is mandatory.

Educational Qualification: Shall be a qualified Architect/Civil Engineer, preferably with master's degree in civil engineering/architecture/construction management or relevant subject (professional qualification recognized internationally). Internationally recognized BIM Certifications will be preferred;

- .1.16 **Materials Engineer:** At least 15 (fifteen) years of experience in civil engineering works and relevant specifications, out of which at least 10 (ten) years as materials engineer in road/urban road works. Hers/his duties shall include, but not be limited to: scrutinize documents for imported materials or manufactured items to ensure compliance with specifications, test and record results on standard forms showing exact location of the materials in the works and their origin, certification of all materials to be used in the works in terms of quality and quantity. S/he shall also be in charge of all materials to be incorporated into the works, as well as utilization of material sites and waste deposit sites. S/he shall as well carry out tests during execution and on completed works in order to check compliance with specification requirements of the works operations after the materials have been placed in the field.

Educational Qualification: Shall be a qualified Civil/Materials Engineer (professional qualification recognized internationally);

- .1.17 **Drainage Engineer:** At least fifteen (15) years of professional experience in design and supervision of urban road drainage works. S/he must be well acquainted with the innovative drainage design practices in similar projects and demonstrate proven skill in modelling techniques in drainage design. S/he shall be responsible for the design and supervision of the drainage system in the project.

Educational Qualification: Shall be a qualified Civil Engineer (professional qualification recognized internationally);

- .1.18 **Geotechnical Engineer:** At least fifteen (15) years of professional experience in design and supervision of geotechnical works specially on infrastructure development works (roads, bridges etc.). S/he will oversee geotechnical aspects of the design and construction and shall work closely with the Structural, and Pavement Design engineers and provide inputs on geotechnical matters.

Educational Qualification: Shall be a qualified Civil Engineer, preferably with master's degree in civil/geotechnical engineering or relevant subject (professional qualification recognized internationally);

- .1.19 **Utilities Engineer:** At least 10 (ten) years of professional experience in design and supervision of utilities works. S/he shall work closely with the road/BRT design engineers and shall be responsible of utilities design and all operations on utilities during construction.

Educational Qualification: Shall preferably possess a Civil/Materials Engineer degree or relevant certification in the field of civil works (professional qualification recognized internationally);

- .1.20 **2 (Two) Quantity Surveyors:** At least ten (10) years of experience in quantity surveying for civil engineering projects (road, bridges, buildings etc.), out of which at least seven (7) years for road projects. They will oversee initial re-measuring of contract works, measuring quantities of work done and certify completed quantities, and for checking the accuracy of the estimated remaining quantities which should be included in the contractor's program of completion.

Educational Qualification: Shall hold a BTech (Civil) or Diploma of Associate Engineering (Civil) from a recognized institute;

- .1.21 **Traffic Safety Engineer:** At least fifteen (15) years of experience in the traffic and road safety aspects in design and supervision of urban road / transit works. S/he will oversee traffic safety measures for the design stage and implementation of all traffic safety measures during construction. S/he will also oversee traffic management during construction, including the review and approval of the Contractors' traffic management plans and following up its implementation. S/he will work in close cooperation and under guidance of Senior Traffic Engineer.

Educational Qualification: Shall be a qualified Civil/Transportation Engineer, preferably with master's degree in civil/transportation engineering with road safety credentials and professional qualification recognized internationally;

- .1.22 **Environmental Safeguards Specialist:** At least fifteen (15) years of experience in environmental management and monitoring, out of which at least ten (10) years in urban road/transit construction projects. S/he will oversee all environmental SG related activities and aspects of the design, and implementation and supervision of the environmental mitigation measures in accordance to GoS and WB policies, guidelines and procedures. These include but are not limited to: impact assessment, socioeconomic surveys, census, conducting meaning consultations, reporting, maintaining liaison with the Client / other key stakeholders. S/he will, jointly with the Social Safeguards Specialist and Occupational Health and Safety (OHS) Specialist assist in resolution of relevant complaints during project implementation. In addition, the Consulting team will designate appropriate staff (preferably site engineer) as Environmental Focal Person at each site to monitor and ensure SG compliance at field/site level.

Educational Qualification: Shall be a qualified civil/environmental engineer, preferably with master's degree in civil/environmental engineering or relevant subject (professional qualification recognized internationally);

.1.23

Social Safeguards Specialist (Resettlement Expert): At least ten (10) years of experience in the social issues, out of which at least seven (7) years in urban road/transit construction projects. S/he will be in charge of all social aspects of the works, and implementation of social mitigation measures. S/he will monitor all the social SG related activities and aspects of the design and compliance requirements in accordance with applicable GoS and WB policies and procedures related to resettlement and grievance management. These include but are not limited to: impact assessment, socioeconomic surveys, census, conducting meaning consultations, reporting, maintaining liaison with the Client/other key stakeholders S/he will, jointly work with the Environmental Safeguards Specialist and Occupational Health and Safety (OHS) Specialist, during project implementation. In addition, the Consulting team will designate appropriate staff (preferably site engineer) as Social Focal Person at each site to monitor and ensure SG compliance at field/site level.

Educational Qualification: Shall be qualified in Social Sciences, preferably with master's degree in social sciences or relevant subject (professional qualification recognized internationally);

.1.24

Project Controls Expert: At least fifteen (15) years of experience in similar complexity and budget projects. S/he must possess knowledge to work on internationally recognized project controls software and have a good handle of project reporting methods. S/he will assist the CRE and other key staff in project controlling activities, and assessment and mitigation of project risks associated with cost, schedule or scope change.

Educational Qualification: Shall be a qualified Engineer, preferably with master's degree in construction management or relevant subject (professional qualification recognized internationally);

.1.25

Electrical Engineer: At least ten (10) years of professional experience of working on projects of similar nature, scale and complexity. S/he shall be responsible for the design and supervision of all electrical engineering works for the project including but not limited to the street lighting, coordination with the ITS consultant, supply of electricity to stations/depots, with due consideration to the renewable energy and innovative practices adopted internationally.

Educational Qualification: Shall be a qualified Electrical Engineer (professional qualification recognized internationally);

.1.26

Mechanical Engineer: At least ten (10) years of professional experience of working on projects of similar nature, scale and complexity. S/he shall be responsible for the design and supervision of all mechanical engineering related works for the project including but not limited to the stations, depots, pedestrian bridges, management of drainage in underground structures, lifts & escalators, with due consideration to the innovative practices adopted in projects internationally.

Educational Qualification: Shall be a qualified Mechanical Engineer (professional qualification recognized internationally);

- .1.27 **HVAC (Heating, Ventilation and Air Conditioning) Engineer:** At least ten (10) years of professional experience of working on projects of similar nature, scale and complexity. S/he shall be responsible for the design and supervision of all HVAC equipment and facilities related works for the project including but not limited to the stations, depots, pedestrian bridges, lifts & escalators, with due consideration to the innovative practices adopted in projects internationally.

Educational Qualification: Shall be a qualified Mechanical Engineer (professional qualification recognized internationally);

- .1.28 **6 (six) Site inspectors:** At least ten (10) years of professional experience of working on projects of similar nature, scale and complexity. They shall provide assistance and support to SRE and Assistant Resident Engineers, and also monitor and report to corresponding engineers in respect to execution of: all civil works, works organized in shifts, key construction activities (scaffolding, reinforcing, concreting, paving, drainage, etc.), materials sampling and testing, measurements.

Educational Qualification: Shall be a qualified Civil Engineer (professional qualification recognized internationally).

Although indicative, the Consultants are encouraged to maintain and/or improve the non-key staff requirements. Proposals with staffing variations of non-key positions than the above specified must provide suitable justification for the staffing replacing arrangement. The Consultants are also expected to maintain a minimum twenty number of trainee professionals (fresh graduates from local universities accredited by HEC Pakistan).

In addition to the personnel designated above, the Consultant shall determine the additional technical staff requirements for the assignment (engineers, procurement assistants, contract management assistants, quantity surveyors, utility coordinators, surveyors, laboratory technicians, etc.) to assist with *simultaneous* preparation of Detailed Design for Yellow BRT Corridor and off-corridors, and on-site supervision of the works (considering the project completion timelines and expected start of construction of the 1 km bridge under Design-Build contract), as well as administrative and support staff. All costs for the additional technical staff, administrative and support staff shall be included in the rates of non-key staff.

Some *important considerations* are as follow:

- (i) Senior Urban Road & BRT System Expert/Team Leader Design, Senior BRT System Design Expert, Senior Procurement Specialist, Chief Resident Engineer/Team Leader Construction and Senior Contract Management Specialist need to be from the **Lead firm and based in Karachi** for minimum eighty percent (80%) of their required person months as mentioned in the Table 7.
- (ii) The Consultant must provide Curriculum Vitae (CV) and certified copies of highest education certificates for *all key staff* in the proposal, *including duration in person-months for which the staff will be deployed under the contract*.
- (iii) The Consultant is not required to submit CVs of non-key and additional staff within the proposal, but these personnel shall be subject to prior approval of the Client from start of

services. Generally, the support technical staff should possess education relevant for the nominated position, have at least 5 (five) years of experience, out of which at least three (3) years in road/urban road and infrastructure projects and be fully available to the Consultant for the whole duration of the design and/or supervision services.

- (iv) The Consultant will provide a *backstopping pool of expatriate and/or local specialists* to cover special needs arising under such disciplines as geology, hydrology, geotechnical, structures, pavements, contract management, etc.
- (v) The Consultant should allow for a maximum of 6 (six) *person-months during design preparation and 18 (eighteen) person-months backstopping during supervision*, but CVs are not required to be submitted with the proposal. These personnel shall be subject to prior approval of the Client before deployment.
- (vi) Backstopping specialists are considered as non-key staff and will be paid according to time spent at the field. These specialists should have at least 20 (twenty) years of experience, out of which at least 10 (ten) years in urban road/mass transit and infrastructure construction projects.
- (vii) The Consultant's supervision staff shall be available to move to the works site with the commencement of the works contract(s), while the part of the team responsible for design and procurement shall be available from the commencement of services.

IMPLEMENTATION ARRANGEMENTS

DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

The Client has constituted a PMT for liaison, coordination and guidance to the Consultant for the assignment. PMT will provide all possible assistance and information as may be reasonably requested by the Consultant to carry out his obligations.

PMT, consisting of appropriate experts headed by a Project Director and to be assisted by the various Directorates of the SMTA, will have the overall responsibility for implementing the KMP. The PMT is being staffed by: a project director, a deputy project director, liaison officer, civil engineers, a mass transit specialist, a traffic engineer, a financial management specialist, a fully accredited accountant, a procurement and contract management specialist, an environmental specialist, a social development specialist, a gender specialist and a communication specialist.

Through the construction contracts, the Consultant shall be provided with:

- (i) Fully furnished and equipped site office containers at each construction site (works contract), for members of the supervision team, including maintenance, water, electricity, telecommunication services, high-band Internet connection, office supplies and consumables. Containers will comprise of at least 5 (five) working places and toilette facilities, and will be located conveniently within the site to serve as field offices for members of the supervision team;
- (ii) Furnished laboratory, including surveying equipment, sampling equipment, laboratory equipment and accessories, maintenance and operation. Laboratory will be equipped for testing of raw materials and products for soils, asphalt and concrete. All equipment has to be accredited according to local rules. Laboratory will be conveniently located at the site

and will be available for performance of the contractor's preliminary and ongoing testing, as well as control testing by the Consultant. The Consultant does not have to provide his own staff for laboratory (contractor's responsibility), but the Consultant must have his own staff to monitor, check and validate the testing.

After commencement of the works contract, the Client will organize through the construction contract, maintaining and cleaning for the above listed facilities of the Consultant. This includes provision of all necessary cleaning equipment, rubbish bins and materials as well as provision of liquid soap for hand washing, dish washing, etc., lavatory cleaner and brushes, toilet paper, daily provision of clean hand towels, fly spray, extermination of any rodents and any other such incidentals as the Consultant may reasonably require for maintaining decent conditions for the operations of the offices. Eventual repair works for the facilities are also included.

For the whole duration of the services, the Consultant shall plan and cost support of its team, by providing: fully furnished office space (apart from the above listed facilities at sites and laboratory) either close to the site or to the PMT office (also including a conference room with at least 25 (twenty-five) seating places), equipment, computer hardware and software, communication, office stationary, printing and copying facilities, local and international transport, housing, etc.

The Client will assist the Consultant to:

- (i) Obtain formal consent from outside authorities or persons having rights or powers in connection with the works or the site thereof;
- (ii) Obtain ministerial orders, sanctions, licenses and permits in connection with the works;
- (iii) Register any non-national senior staff with the relevant engineers' board (or similar), if required.

Design Review and Road Safety Audit

The Client shall arrange for the review of the Detailed Design for both Yellow BRT Corridor and off-corridors immediately upon submission of relevant deliverables. The Consultant is obliged to follow the reasonable and implementable findings of the Detailed Design review so that the Client would be able to receive approval of the design and implement the works. If deemed to be necessary, the Consultant will be invited to attend meetings with the review committee.

The Client shall arrange for performance of the Road Safety Audit (RSA) of the Yellow BRT Corridor and off-corridors through an independent detailed systematic and technical safety check relating to the design characteristics of a road infrastructure. The road safety auditor shall be an independent person/entity outside the team of experts who were involved in the design or design review of the subject project. The Client will hire the independent Road Safety Auditor under a separate contract. The auditor will be encouraged to interact with the E&S and HS Specialists, and vice versa, for integrating environmental and safety recommendations in SG documents.

The third-party RSA would be practically performed in three stages, namely:

- (i) **RSA of the Detailed Design** prepared by the Consultant to evaluate final geometric design features, traffic signing and pavement marking plans, lighting plans, landscaping,

intersections' details, facilities for other participants in traffic and operation, drainage, guardrails, and other roadside objects;

- (ii) **RSA of the executed work during the construction stage** to evaluate execution of geometric design features, traffic signing and pavement marking plans, lighting plans, landscaping, intersections' details, facilities for other participants in traffic and operation, drainage, guardrails, and other roadside objects. It will also cover the audit of activities performed by the contractors in the field during the works performance in terms of compliance with the Detailed Design, TMP, and legal and regulatory defined procedures;
- (iii) **RSA post completion of construction work** to suggest further improvements in the as-build infrastructure which the contractor shall rectify during the DNP.

Principally, the audit will follow the RSA Guideline issued by the World Road Association (2007).

The Consultant will ensure that results from RSAs are reflected in the detailed design, during construction during the DNP and in SG documents where appropriate.

DURATION OF SERVICES

The engagement shall be deemed to have started on execution of the agreement and shall terminate at the completion of the DNP when the final inspection of all works has been done and the Consultant has fulfilled all his obligations, whatever comes later.

Estimated duration of the services is **60 (sixty) months**, which comprise of **12 (twelve) months of Detailed Design preparation (including review and revision) and procurement phase, 36 (thirty-six) months during construction and 12 (twelve) months after completion of works**, i.e. during the DNP with the Consultant's intermittent input to check continuous quality and actual performance of the works.

In view of the tasks to be achieved, it is anticipated that staff input will be **203 key staff months**, as well as **931 non-key staff months** (Table 7/11).

Table 7 Estimated staff input [person-months]

| Team member | Indicative person-months | | |
|--|--------------------------|--------------|-----|
| | Design and procurement | Construction | DNP |
| A. Key staff | | | |
| Senior Urban Road & BRT System Expert / Team Leader Design (1) | 12 | 3 | - |
| Senior BRT Design Expert (1) | 12 | 3 | - |
| Senior Structural / Bridge Design Engineer (1) | 9 | 3 | - |
| Senior Pavement Design Engineers (1) | 6 | 6 | - |
| Senior Procurement Specialist (1) | 9 | - | - |
| Chief Resident Engineer / Team Leader Construction (1) | - | 30 | 6 |
| Resident Engineers (2) | - | 66 | 9 |
| Senior Contract Management Specialist (1) | 2 | 24 | 3 |
| Sub-total key staff (A) | 50 | 135 | 18 |
| B. Non-Key staff | | | |

| | | | |
|---|-----|-----|----|
| Project Manager (1) | 6 | 12 | 6 |
| Urban Space Management Specialist (1) | 6 | - | - |
| Architect (1) | 6 | 12 | - |
| Senior Traffic Engineer (1) | 9 | 9 | - |
| BIM Specialist (1) | 9 | 18 | 2 |
| OHS Specialist (1) | 2 | 30 | - |
| Assistant Resident Engineers (6) | - | 216 | 12 |
| Materials Engineer (1) | - | 30 | - |
| Drainage Engineer (1) | 6 | 12 | - |
| Geotechnical Engineer (1) | 6 | 18 | - |
| Utilities Engineer (1) | 6 | 12 | - |
| Quantity Surveyors (2) | 6 | 60 | - |
| Traffic Safety Engineer (1) | 6 | 30 | - |
| Environmental Safeguards Specialist (1) | 5 | 30 | - |
| Social Safeguard Specialist (1) | 5 | 30 | - |
| Project Controls Expert (1) | 3 | 30 | - |
| Electrical Engineers (1) | 3 | 12 | 2 |
| Mechanical Engineers (1) | 3 | 12 | 2 |
| HVAC Engineer (1) | 3 | 12 | 2 |
| NMT Specialist (1) | 5 | 3 | - |
| Site Inspectors (6) | - | 216 | 6 |
| Sub-total non-key staff (B) | 95 | 804 | 32 |
| Total key and non-key staff (A+B) | 145 | 939 | 50 |

The Consultant should consider the prospective peaks of activities and ensure the adequacy of staffing levels during such periods, and, at the same time, periods with low productivity levels should not be un-economically over-staffed. The objective is that the Consultant should propose to assign team that will be best suited to the methodology of its design services, supervision and management systems. The Consultant should also consider the added value that will be provided by its organization.

Details of staffing levels will be agreed through the course of the assignment with the Client depending on the services and works currently in progress. The Consultant has to perform this assignment mainly in the field in *Karachi*. However, some work of the Consultant during preparation of Detailed Design and procurement assistance may be undertaken at their home office with the *consent* of the Client.

It should be noted that the Consultant shall provide its services during construction in the field according to the contractor's work schedule, which may include work during *seven (7)* days a week. *Nightshifts* may be expected as well. The Consultant will not be entitled to any overtime payment.

CODE OF CONDUCT

The Consultant shall submit the Code of Conduct that will apply to the Consultant's Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice. In addition, the Consultant shall submit an outline of how the Code of Conduct will be implemented. The successful Consultant shall be required to implement the agreed Code of Conduct upon contract award. The issues to be addressed in the Code of Conduct include:

- a. Compliance with WB Safeguard Policies, WBG EHS guidelines, applicable laws, rules, and regulations
- b. Compliance with applicable health and safety requirements to protect the local community (including vulnerable and disadvantaged groups), the Consultant's Experts, the Client's personnel, and the Contractor's personnel, including sub-contractors and day workers (including wearing prescribed personal protective equipment, preventing avoidable accidents and a duty to report conditions or practices that pose a safety hazard or threaten the environment)
- c. The use of illegal substances
- d. Non-Discrimination in dealing with the local community (including vulnerable and disadvantaged groups), the Consultant's Experts, the Client's personnel, and the Contractor's personnel, including sub-contractors and day workers (for example, on the basis of family status, ethnicity, race, gender, religion, language, marital status, age, disability (physical and mental), sexual orientation, gender identity, political conviction or social, civic, or health status)
- e. Interactions with the local community(ies), members of the local community (ies), and any affected person(s) (for example to convey an attitude of respect, including to their culture and traditions)
- f. Sexual harassment (for example to prohibit use of language or behavior, in particular towards women and/or children, that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate)

The Code of Conduct should be written in plain language and signed by each Expert to indicate that they have:

- a. received a copy of the code;
- b. had the code explained to them;
- c. acknowledged that adherence to this Code of Conduct is a condition of employment; and
- d. understood that violations of the Code can result in serious consequences, up to and including dismissal, or referral to legal authorities.

A copy of the code shall be displayed in the Engineer's office. It shall be provided in appropriate languages.

PART II

Section 8. Conditions of Contract and Contract Forms

Foreword

1. Part II includes two types of standard Contract forms for Consulting Services (a Time-Based Contract and a Lump-Sum Contract) that are based on the contract forms included in the harmonized Request for Proposals (RFP) (Master Document for Selection of Consultants prepared by participating Multilateral Development Banks (MDBs)).
2. **Time-Based Contract.** This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed-upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Client to closely supervise the Consultant and to be involved in the daily execution of the assignment.
3. **Lump-Sum Contract.** This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant's outputs by the Client is paramount.
4. The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. These standard Contract forms are to be used for complex and/or large value assignments, and/or for contracts above US\$300,000 equivalent or more unless otherwise approved by the Bank.

TIME-BASED FORM OF CONTRACT
STANDARD FORM OF CONTRACT

Consultant's Services
Time-Based



TABLE OF CONTENTS

| | | |
|-----|---|--------|
| I. | Form of Contract..... | 1379\$ |
| II. | General Conditions of Contract..... | 14199 |
| | A. General Provisions | 14199 |
| | 1. Definitions..... | 14199 |
| | 2. Relationship between the Parties | 143+01 |
| | 3. Law Governing Contract..... | 143+01 |
| | 4. Language | 143+01 |
| | 5. Headings..... | 143+01 |
| | 6. Communications | 143+01 |
| | 7. Location..... | 144+02 |
| | 8. Authority of Member in Charge..... | 144+02 |
| | 9. Authorized Representatives | 144+02 |
| | 10. Fraud and Corruption | 144+02 |
| | 11. Effectiveness of Contract..... | 144+02 |
| | 12. Termination of Contract for Failure to Become Effective | 144+02 |
| | 13. Commencement of Services..... | 145+03 |
| | 14. Expiration of Contract..... | 145+03 |
| | 15. Entire Agreement | 145+03 |
| | 16. Modifications or Variations | 145+03 |
| | 17. Force Majeure | 146+04 |
| | 18. Suspension | 146+04 |
| | 19. Termination..... | 147+05 |
| | C. Obligations of the Consultant..... | 149+07 |
| | 20. General | 149+07 |
| | 21. Conflict of Interest | 150+08 |
| | 22. Confidentiality | 151+09 |
| | 23. Liability of the Consultant | 151+09 |
| | 24. Insurance to be taken out by the Consultant | 151+09 |
| | 25. Accounting, Inspection and Auditing | 151+09 |
| | 26. Reporting Obligations | 152+10 |
| | 27. Proprietary Rights of the Client in Reports and Records | 152+10 |
| | 28. Equipment, Vehicles and Materials | 152+10 |
| | 29. Code of Conduct | 153+11 |
| | D. Consultant's Experts and Sub-Consultants | 153+11 |
| | 30. Description of Key Experts..... | 153+11 |
| | 31. Replacement of Key Experts..... | 154+12 |
| | 32. Approval of Additional Key Experts | 154+12 |
| | 33. Removal of Experts or Sub-consultants | 154+12 |
| | 34. Replacement/ Removal of Experts – Impact on Payments | 154+12 |
| | 35. Working Hours, Overtime, Leave, etc. | 155+13 |

| | |
|---|--------|
| E. Obligations of the Client..... | 155+13 |
| 36. Assistance and Exemptions..... | 155+13 |
| 37. Access to Project Site..... | 156+14 |
| 38. Change in the Applicable Law Related to Taxes and Duties..... | 156+14 |
| 39. Services, Facilities and Property of the Client..... | 156+14 |
| 40. Counterpart Personnel..... | 157+15 |
| 41. Payment Obligation..... | 157+15 |
| 42. Ceiling Amount..... | 157+15 |
| 43. Remuneration and Reimbursable Expenses..... | 157+15 |
| 44. Taxes and Duties..... | 158+16 |
| 45. Currency of Payment..... | 158+16 |
| 46. Mode of Billing and Payment..... | 158+16 |
| 47. Interest on Delayed Payments..... | 160+18 |
| G. Fairness and Good Faith..... | 160+18 |
| 48. Good Faith..... | 160+18 |
| H. Settlement of Disputes..... | 160+18 |
| 49. Amicable Settlement..... | 160+18 |
| 50. Dispute Resolution..... | 160+18 |
| III. Special Conditions of Contract..... | 163+21 |
| IV. Appendices..... | 173+33 |
| Appendix A – Terms of Reference..... | 173+33 |
| Appendix B - Key Experts..... | 173+33 |
| Appendix C – Remuneration Cost Estimates..... | 173+33 |
| Appendix D – Reimbursable Expenses Cost Estimates..... | 177+37 |
| Appendix E - Form of Advance Payments Guarantee..... | 178+38 |
| Appendix F - Code of Conduct (ES)..... | 180+40 |

**CONTRACT FOR CONSULTANT'S SERVICES
Time-Based (Phase 2)**

Project Name: Karachi Mobility Project

Loan No. IBRD-89950

**Assignment Title: Consulting Services in Preparation of Detailed Design, Procurement
Support and Construction Supervision for Yellow Bus Rapid Transit Corridor**

Contract No. PK-SMTA-122605-CS-QCBS

between

The Sindh Mass Transit Authority

I. Form of Contract

TIME-BASED (PHASE 2)

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the "Contract") is made the [number] day of the month of [month], [year], between, on the one hand, [name of Client or Recipient] (hereinafter called the "Client") and, on the other hand, [name of Consultant] (hereinafter called the "Consultant").

[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "... (hereinafter called the "Client") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the "Consultant").]

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received [or has applied for] a loan [or credit or grant] from the [Insert as appropriate: *International Bank for Reconstruction and Development (IBRD)* or *International Development Association (IDA)*] toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/credit/grant] to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the [loan/financing/grant] agreement, including prohibitions of withdrawal from the [loan/credit/grant] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the [loan/financing/grant] agreement or have any claim to the [loan/credit/grant] proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract (including Attachment 1 "Fraud and Corruption";
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference
Appendix B: Key Experts
Appendix C: Remuneration Cost Estimates
Appendix D: Reimbursables Cost Estimates
Appendix E: Form of Advance Payments Guarantee
Appendix F: Code of Conduct (ES) *[Note to Client: to be included for supervision of infrastructure contracts (such as Plant or Works) and for other consulting service where the social risks are substantial or high]*

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E; and Appendix F *[Note to Client: to be included for supervision of infrastructure (such as Plant or Works) contracts and for other consulting service where the social risks are substantial or high]*. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Client]*

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant [insert the name of the Joint Venture]

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) **"Applicable Law"** means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (b) **"Bank"** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (c) **"Borrower"** means the Government, Government agency or other entity that signs the financing agreement with the Bank.
- (d) **"Client"** means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (e) **"Client's Personnel"** refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client's obligations under the Contract; and any other personnel identified as Client's Personnel, by a notice from the Client to the Consultant.
- (f) **"Consultant"** means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (g) **"Contract"** means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (h) **"Contractor"** if applicable, means the person named as contractor in the contract to be supervised by the Consultant (if applicable).
- (i) **"Contractor's Personnel"** means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant (if applicable).

- (j) **"Day"** means a working day unless indicated otherwise.
- (k) **"ES"** means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)).
- (l) **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (m) **"Experts"** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (n) **"Foreign Currency"** means any currency other than the currency of the Client's country.
- (o) **"GCC"** means these General Conditions of Contract.
- (p) **"Government"** means the government of the Client's country.
- (q) **"Joint Venture (JV)"** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (r) **"Key Expert(s)"** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- (s) **"Local Currency"** means the currency of the Client's country.
- (t) **"Non-Key Expert(s)"** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (u) **"Party"** means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (v) **"SCC"** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (w) **"Services"** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (x) **"Sexual Exploitation and Abuse"** **"(SEA)"** means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

(y) **"Sexual Harassment"** **"(SH)"** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, Contractor's (if applicable) or Client's Personnel.

(z) **"Site"** (if applicable) means the land and other places where works are to be executed and/or facilities to be installed, and such other land or places as may be specified in the Contractor's contract as forming part of the Site.

(aa) **"Sub-consultants"** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

(bb) **"Third Party"** means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

4. Language

4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5. Headings

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

6. Communications

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

7. Location
- 7.1. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
8. Authority of Member in Charge
- 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
9. Authorized Representatives
- 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.
10. Fraud and Corruption
- 10.1. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework, as set forth in Attachment I to the GCC.
- a. Commissions and Fees
- 10.2. The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract
- 11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
12. Termination of Contract for Failure to Become Effective
- 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

13. Commencement of Services 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
14. Expiration of Contract 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
15. Entire Agreement 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
16. Modifications or Variations 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.
17. Force Majeure
- a. Definition
- 17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

- b. **No Breach of Contract**
- 17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- c. **Measures to be Taken**
- 17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
 - (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- 17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49 & 50.
18. **Suspension**
- 18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a

period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

19.1. This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 50.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 If the Consultant, in the judgment of the Client has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of Attachment 1 to the GCC, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case

of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 50.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

- e. **Payment upon Termination**
- 19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:
- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause GCC 43;
 - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

- a. **Standard of Performance**
- 20.1. The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.
- 20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
- 20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.
- b. **Law Applicable to Services**
- 20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
- 20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21. Conflict of Interest

21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. Consultant Not to Benefit from Commissions, Discounts, etc.

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 42 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

b. Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

- c. **Prohibition of Conflicting Activities**
- 21.1.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. **Strict Duty to Disclose Conflicting Activities**
- 21.1.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
22. **Confidentiality**
- 22.1. Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
23. **Liability of the Consultant**
- 23.1. Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.
24. **Insurance to be taken out by the Consultant**
- 24.1. The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
25. **Accounting, Inspection and Auditing**
- 25.1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.
- 25.2. Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the

accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Consultant's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**26. Reporting
Obligations**

26.1. The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said **Appendix**.

**27. Proprietary Rights
of the Client in Reports
and Records**

27.1. Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

**28. Equipment, Vehicles
and Materials**

28.1. Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in

possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2. Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

29. Code of Conduct

29.1. If specified in the SCC, the Consultant shall have a Code of Conduct for Experts (ES).

The Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Experts and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Consultant shall also ensure that the Code of Conduct is visibly displayed in locations where the Services are provided, including if applicable, on the Site, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Experts, Contractor's Personnel, Client's Personnel and the local community if applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

30. Description of Key Experts

30.1. The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

30.2. If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 42.2.

30.3. If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key

Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 42.2, the Parties shall sign a Contract amendment.

31. Replacement of Key Experts

31.1. Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

31.2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, meet eligibility requirements, and at the same rate of remuneration.

32. Approval of Additional Key Experts

32.1. If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.

The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

33. Removal of Experts or Sub-consultants

33.1. If the Client finds that any of the Experts or Sub-consultant misconduct or has been charged with having committed a criminal action, or if the Client determines that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

33.2. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

33.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

34. Replacement/ Removal of Experts -- Impact on Payments

34.1. Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a

replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

35. Working Hours, Overtime, Leave, etc.

35.1. Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in **Appendix B**.

35.2. The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant's remuneration shall be deemed to cover these items.

35.3. Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. OBLIGATIONS OF THE CLIENT

36. Assistance and Exemptions

36.1. Unless otherwise specified in the SCC, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to

establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.

- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

- (g) Provide to the Consultant any such other assistance as may be specified in the SCC.

37. Access to Project Site

- 37.1. The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

38. Change in the Applicable Law Related to Taxes and Duties

- 38.1. If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 42.2.

39. Services, Facilities and Property of the Client

- 39.1. The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

- 39.2. In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments,

if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 42.3.

40. Counterpart Personnel

40.1. The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

40.2. If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 42.3.

40.3. Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

41. Payment Obligation

41.1. In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

42. Ceiling Amount

42.1. An estimate of the cost of the Services is set forth in **Appendix C** (Remuneration) and **Appendix D** (Reimbursable expenses).

42.2. Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.

42.3. For any payments in excess of the ceilings specified in GCC 42.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

43. Remuneration and Reimbursable Expenses

43.1. The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

43.2. All payments shall be at the rates set forth in **Appendix C** and **Appendix D**.

43.3. Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

43.4. The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the Consultant's profit, and (iv) any other items as specified in the SCC.

43.5. Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.

44. Taxes and Duties

44.1. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

44.2. As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

45. Currency of Payment

45.1. Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

46. Mode of Billing and Payment

46.1. Billings and payments in respect of the Services shall be made as follows:

- (a) *Advance payment.* Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services

specified in the SCC until said advance payments have been fully set off.

- (b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
- (c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.
- (d) The Final Payment. The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.

- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

47. Interest on Delayed Payments 47.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. FAIRNESS AND GOOD FAITH

48. Good Faith 48.1. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. SETTLEMENT OF DISPUTES

49. Amicable Settlement 49.1. The Parties shall seek to resolve any dispute amicably by mutual consultation.

49.2. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 50.1 shall apply.

50. Dispute Resolution 50.1. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

II. General Conditions Attachment I

Fraud and Corruption

(Text in this Attachment shall not be modified)

1. Purpose

- 1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

- 2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing), bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution,, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

III. Special Conditions of Contract (Phase 2)

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---------------------|---|
| 1.1(a) | The Contract shall be construed in accordance with the law of the Islamic Republic of Pakistan. |
| 4.1 | The language is: English |
| 6.1 and 6.2 | <p>The addresses are <i>[fill in at negotiations with the selected firm]</i>:</p> <p>Client : Sindh Mass Transit Authority Transport & Mass Transit Department, Government of Sindh Attention: Project Director (Karachi Mobility Project) E-mail: kmp.infra.smta@gmail.com pd.kmp.vlc@gmail.com</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p> |
| 8.1 | <p><i>[Note: If the Consultant consists only of one entity, state "N/A";</i> OR <i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____ <i>[insert name of the member]</i></p> |
| 9.1 | <p>The Authorized Representatives are:</p> <p>For the Client: Project Director (Karachi Mobility Project)</p> <p>For the Consultant: <i>[name, title]</i> _____</p> |
| 11.1 | The effectiveness conditions are the following: Signature of the contract by both parties |
| 12.1 | <p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be six (06) months.</p> |

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| 13.1 | <p>Commencement of Services:</p> <p>For Phase-II, the Phase-II shall commence as the detail design deliverable of a certain package is complete, in all respects and civil works contract(s) are awarded, and as per with the consent of the Employer.</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p> |
| 14.1 | <p>Expiration of Contract: Phase 2 (Construction Supervision and DNP)</p> <p>The time period shall be forty eight (48) months.</p> |
| 23.1 | <p>0.2% of the Phase 2 Contract value to be applied (each time) after issuance of three notices, pursuant to the GCC 6.1, to the Consultant on the negligence to comply with the TORs; as a penalty from the Client.</p> <p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds 1.5 times the total value of the Contract;</p> <p>(b) This limitation of liability shall <i>not</i></p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the "Applicable Law"</p> |

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Commented [HR5]: (1) The provision is not relevant to the Liability of the Consultant and should not be added to this clause.
 (2) Provisions on payment are already specified in Clauses 42-47 and the Client has the right to withhold "such portion of an invoice that is not satisfactorily supported". Setting the amount of "0.2% of the Phase 2 Contract value" may limit the right of the Client in case of consequence with higher costs. It is suggested to remove this additional provision.

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| | <p><i>[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with the Bank prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware of the Bank's policy on this matter which is as follows:</i></p> <p><i>To be acceptable to the Bank, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank. Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.</i></p> <p><i>The Bank does not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client's country.]</i></p> |
| 24.1 | <p>The insurance coverage against the risks shall be as follows:</p> <ul style="list-style-type: none"> (a) Professional liability insurance, with a minimum coverage of the 1.5 times of the value of the contract and claimable in Islamic Republic of Pakistan. (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of USD 100,000; (c) Third Party liability insurance, with a minimum coverage of USD 100,000; (d) Employer's Liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, |

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| | <p>as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p> <p>Copy of the above insurance policy shall be presented to the Client within 30 days after the Effective Date of this Contract.</p> |
| 27.2 | The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client. |
| 29. Code of Conduct | The Consultant is required to have a Code of Conduct for Experts (ES). |
| 33. Removal of Experts or Sub-consultants | <p>Insert the following as Sub-Paragraph 33.3 and renumber original Sub-Paragraph 33.3 as Sub-Paragraph 33.4:</p> <p>"33.3 Experts or Subconsultants who are found to be in breach of the Consultant's Code of Conduct (ES) (including on sexual harassment, sexual exploitation and sexual abuse) <i>shall be replaced</i> by the Consultant, or at the Client's written request."</p> |
| 42.2 | <p>The ceiling in foreign currency or currencies is: _____ [insert amount and currency for each currency] exclusive of local indirect taxes.</p> <p>The ceiling in local currency is: _____ [insert amount and currency] exclusive of local indirect taxes.</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be paid by the Consultant.</p> <p>The amount of such taxes is _____ [insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.]</p> |
| 43.3 | <p>Price adjustment on the remuneration applies for Phase 2</p> <p>Payments for remuneration made in {foreign and for local} currency shall be adjusted as follows:</p> |

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| | <p>(1) Remuneration paid in foreign currency on the basis of the rates set forth in Appendix C shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following formula:</p> $R_f = R_o \times \frac{I_f}{I_o} \quad \text{or} \quad R_f = R_o \times \left[0.1 + 0.9 \frac{I_f}{I_o} \right]$ <p>where</p> <p>R_f is the adjusted remuneration;</p> <p>R_o is the remuneration payable on the basis of the remuneration rates (Appendix C) in foreign currency;</p> <p>I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and</p> <p>I_o is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.</p> <p>The Consultant shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_f and I_o in the adjustment formula for remuneration paid in foreign currency: <i>[Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency, e.g. "Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted; U.S. Department of Labor, Bureau of Labor Statistics"]</i></p> <p>(2) Remuneration paid in local currency pursuant to the rates set forth in Appendix D shall be adjusted every <i>[insert number]</i> months (and, for the first time, with effect for the remuneration earned in the <i>[insert number]</i> the calendar month after the date of the Contract) by applying the following formula:</p> $R_t = R_o \times \frac{I_t}{I_o} \quad \text{or} \quad R_t = R_o \times \left[0.1 + 0.9 \frac{I_t}{I_o} \right]$ <p>where</p> <p>R_t is the adjusted remuneration;</p> <p>R_o is the remuneration payable on the basis of the remuneration rates (Appendix D) in local currency;</p> <p>I_t is the official index for salaries in the Client's country for the first month for which the adjustment is to have effect; and</p> <p>I_o is the official index for salaries in the Client's country for the month of the date of the Contract.</p> |
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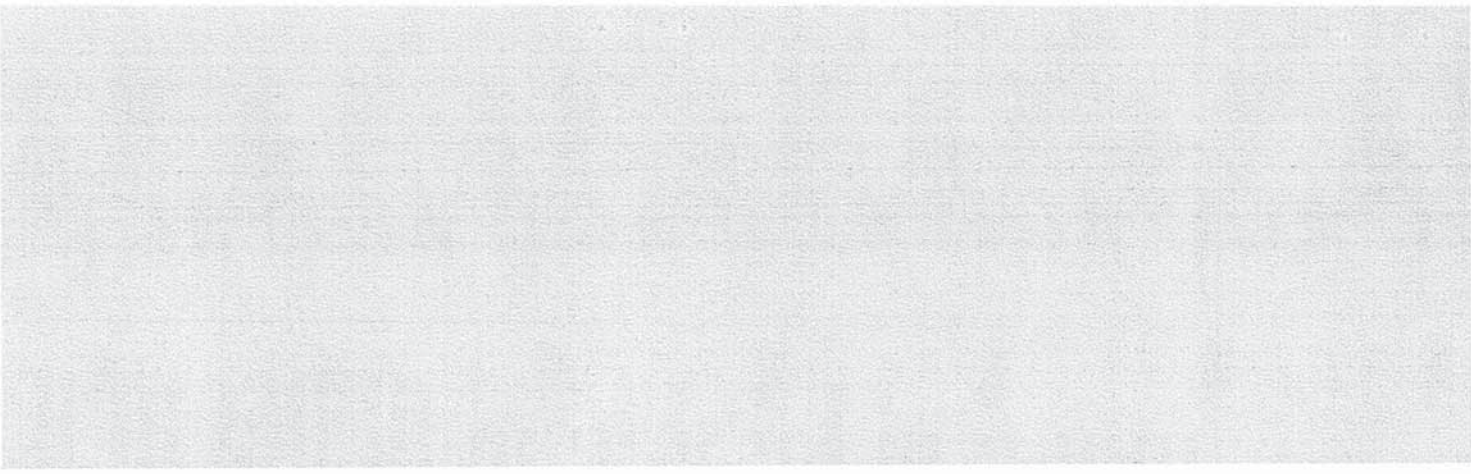
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| | <p>The Client shall state here (The name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_1 and I_0 in the adjustment formula for remuneration paid in local currency is: Statistical Bulletin issued by the Bureau of Statistics of Pakistan</p> <p>(3) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor X_0/X. X_0 is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the date of the contract. X is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect.</p> |
| 44.1 and 44.2 | <p>"the Consultant, Sub-consultants and the Experts shall pay any direct & indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <ul style="list-style-type: none"> (a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts, in connection with the carrying out of the Services; (b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them; (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client; (d) any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts, or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that: <ul style="list-style-type: none"> (i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants |

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| | or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country. |
| 45.1 | The currency [currencies] of payment shall be the following: <i>[list currency(ies) which should be the same as in the Financial Proposal, Form FIN-2]</i> |
| 46.1(a) | The following provisions shall apply to the advance payment and the advance bank payment guarantee: <p>(1) An advance payment of upto 105% of the Phase 2 contract value shall be made within 30 days, of the start of Phase 2, against a Bank guarantee acceptable to the Client. The advance payment will be set off by the Client in equal installments of 5% against the invoices submitted for the Phase 2 of the Services until the advance payment has been fully set off.</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.</p> |
| 46.1(b) | The Consultant shall submit to the Client itemized statements at time intervals of every month |
| 46.1(c) | The accounts are: for foreign currency: <i>[insert account]</i> . for local currency: <i>[insert account]</i> . |
| 47.1 | The interest rate is: 1% annual rate |
| 50. | Disputes shall be settled by arbitration in accordance with the following provisions: <p>1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the</p> |

Commented [HR10]: As a general guidance, please consider providing an Advance Payment of up to 10% of the Phase 1 and Phase 2 contract value against a Bank Guarantee. This will provide an option for the consultants to claim either 0-10% advance against the Bank Guarantee.

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| | <p>proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> |
| | <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]</i>.</p> |
| | <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p> |
| 2. | <p><u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on</p> |

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| | <p>International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country <i>[Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]</i> or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant <i>[Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties];</i> or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p> |
| | <p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither the Client's country nor the Consultant's country];</i></p> <p>(b) the <i>[type of language]</i> language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p> |



IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks that require prior approval by the Client.]

[Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 in the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]

APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CV's (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Client's country; entitlement, if any, to leave pay; public holidays in the Client's country that may affect Consultant's work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.]

APPENDIX C – REMUNERATION COST ESTIMATES

1. Monthly rates for the Experts:

[Insert the table with the remuneration rates. The table shall be based on [Form FIN-3] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3] at the negotiations or state that none has been made.]

2. *[When the Consultant has been selected under Quality-Based Selection method, or the Client has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations also add the following:*

"The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP 'Consultants', Representations regarding Costs and Charges" submitted by the Consultant to the Client prior to the Contract's negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 46.1(d) of this Contract."

Model Form I
Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])*

| Experts | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|------------------------------|----------|--|-----------------------------|-----------------------|----------|---------------------|---------------------------------|--|---|
| Name | Position | Basic Remuneration rate per Working Month/Day/Year | Social Charges ¹ | Overhead ¹ | Subtotal | Profit ² | Away from Home Office Allowance | Agreed Fixed Rate per Working Month/Day/Hour | Agreed Fixed Rate per Working Month/Day/Hour ¹ |
| | | Home Office | | | | | | | |
| Work in the Client's Country | | | | | | | | | |
| | | | | | | | | | |

1 Expressed as percentage of 1
2 Expressed as percentage of 4
* If more than one currency, add a table

Signature

Name and Title:

Date

APPENDIX D – REIMBURSABLE EXPENSES COST ESTIMATES

1. *[Insert the table with the reimbursable expenses rates. The table shall be based on [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-4] at the negotiations or state that none has been made.*
2. *All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.]*

APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 46.1(a) and SCC 46.1(a)]

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

Guarantor: _____ [insert commercial Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [insert Name and Address of Client]

Date: _____ [insert date]

ADVANCE PAYMENT GUARANTEE No.: _____ [insert number]

We have been informed that _____ [name of Consultant or a name of the Joint Venture, same as appears on the signed Contract] (hereinafter called "the Consultant") has entered into Contract No. _____ [reference number of the contract] dated _____ [insert date] with the Beneficiary, for the provision of _____ [brief description of Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ [insert amount in figures] (_____) [amount in words] is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ [amount in figures] (_____) [amount in words]¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on its account number _____ at _____ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the __ day of *[month]* _____, *[year]* __², whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

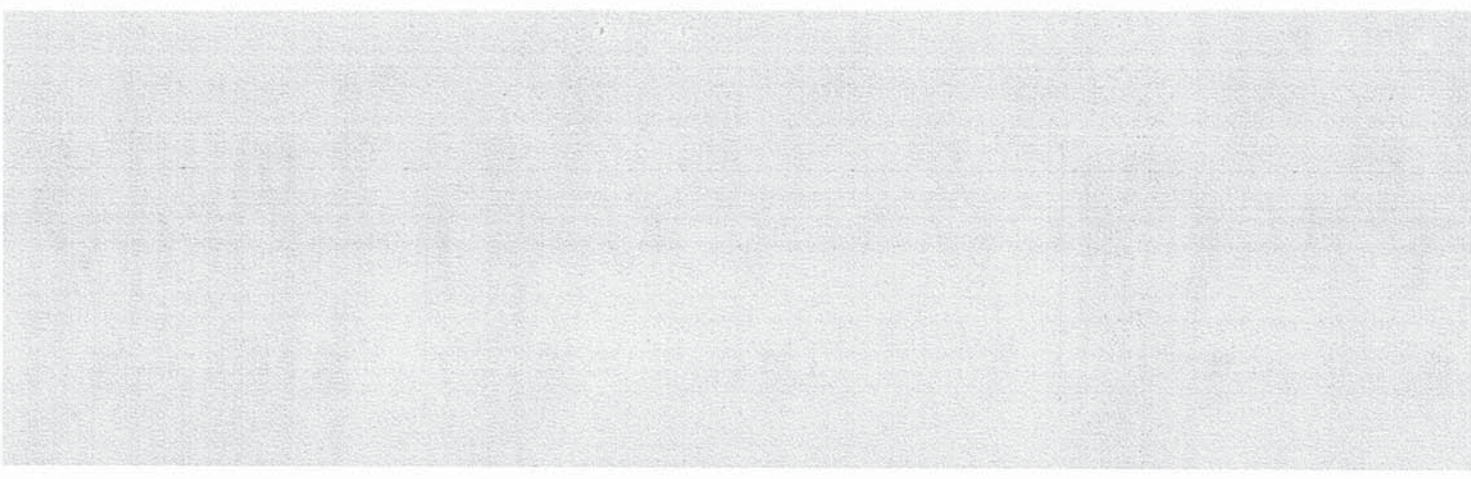
[signature(s)]

{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

APPENDIX F - CODE OF CONDUCT (ES)

*[NOTE TO CLIENT: TO BE INCLUDED FOR SUPERVISION OF INFRASTRUCTURE CONTRACTS
(SUCH AS PLANT OR WORKS) AND FOR OTHER CONSULTING SERVICE WHERE THE SOCIAL
RISKS ARE SUBSTANTIAL OR HIGH]*



LUMP-SUM FORM OF CONTRACT

STANDARD FORM OF CONTRACT

Consultant's Services

Lump-Sum (Phase 1)

Project Name: Karachi Mobility Project

Loan No. IBRD-89950

Assignment Title: Consulting Services in Preparation of Detailed Design, Procurement Support and Construction Supervision for Yellow Bus Rapid Transit Corridor

Contract No. PK-SMTA-122605-CS-QCBS

between

The Sindh Mass Transit Authority

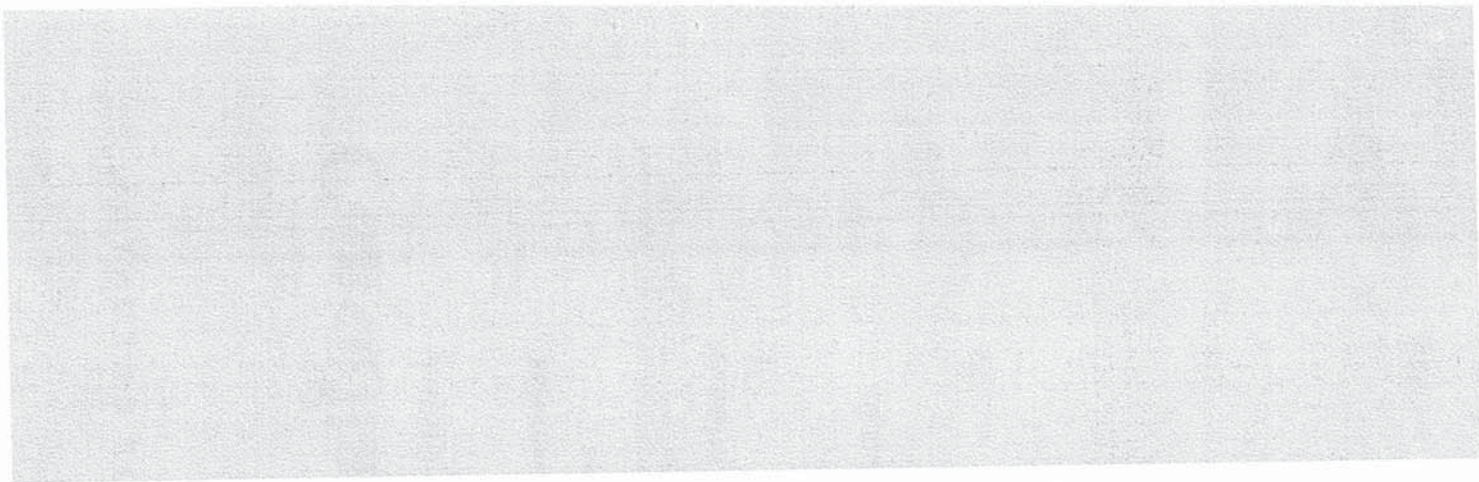


TABLE OF CONTENTS

| | | |
|-----|---|--------|
| I. | Form of Contract..... | 187+47 |
| II. | General Conditions of Contract | 191+54 |
| | A. General Provisions | 191+54 |
| | 1. Definitions..... | 191+54 |
| | 2. Relationship between the Parties | 193+53 |
| | 3. Law Governing Contract..... | 193+53 |
| | 4. Language..... | 193+53 |
| | 5. Headings..... | 193+53 |
| | 6. Communications | 193+54 |
| | 7. Location..... | 194+54 |
| | 8. Authority of Member in Charge..... | 194+54 |
| | 9. Authorized Representatives | 194+54 |
| | 10. Fraud and Corruption | 194+54 |
| | B. Commencement, Completion, Modification and Termination of Contract | 194+55 |
| | 11. Effectiveness of Contract | 194+55 |
| | 12. Termination of Contract for Failure to Become Effective | 195+55 |
| | 13. Commencement of Services..... | 195+55 |
| | 14. Expiration of Contract..... | 195+55 |
| | 15. Entire Agreement | 195+55 |
| | 16. Modifications or Variations | 195+55 |
| | 17. Force Majeure | 195+55 |
| | 18. Suspension | 196+57 |
| | 19. Termination..... | 197+57 |
| | C. Obligations of the Consultant..... | 199+59 |
| | 20. General | 199+59 |
| | 21. Conflict of Interest | 200+66 |
| | 22. Confidentiality | 201+64 |
| | 23. Liability of the Consultant | 201+64 |
| | 24. Insurance to be taken out by the Consultant | 201+62 |
| | 25. Accounting, Inspection and Auditing | 201+62 |
| | 26. Reporting Obligations | 202+62 |
| | 27. Proprietary Rights of the Client in Reports and Records | 202+62 |
| | 28. Equipment, Vehicles and Materials | 202+62 |
| | 29. Code of Conduct | 203+63 |
| | D. Consultant's Experts and Sub-Consultants | 203+64 |
| | 30. Description of Key Experts..... | 203+64 |
| | 31. Replacement of Key Experts..... | 203+64 |

| | |
|---|--------|
| 32. Removal of Experts or Sub-consultants..... | 203+64 |
| E. Obligations of the Client | 204+65 |
| 33. Assistance and Exemptions..... | 204+65 |
| 34. Access to Project Site..... | 205+65 |
| 35. Change in the Applicable Law Related to Taxes and Duties..... | 205+66 |
| 36. Services, Facilities and Property of the Client..... | 205+66 |
| 37. Counterpart Personnel..... | 205+66 |
| 38. Payment Obligation | 206+66 |
| F. Payments to the Consultant | 206+66 |
| 39. Contract Price..... | 206+66 |
| 40. Taxes and Duties..... | 206+67 |
| 41. Currency of Payment | 206+67 |
| 42. Mode of Billing and Payment | 206+67 |
| 43. Interest on Delayed Payments..... | 207+68 |
| G. Fairness and Good Faith | 207+68 |
| 44. Good Faith | 207+68 |
| H. Settlement of Disputes | 207+68 |
| 45. Amicable Settlement..... | 207+68 |
| 46. Dispute Resolution | 208+69 |
| III. Special Conditions of Contract..... | 211+73 |
| IV. Appendices..... | 221+83 |
| Appendix A – Terms of Reference | 221+83 |
| Appendix B - Key Experts..... | 221+83 |
| Appendix C – Breakdown of Contract Price | 221+83 |
| Appendix D - Form of Advance Payments Guarantee | 224+86 |
| Appendix E - Code of Conduct (ES) | 226+88 |

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum (Phase 1)

Project Name: Karachi Mobility Project

Loan No. IBRD-89950

Assignment Title: Consulting Services in Preparation of Detailed Design, Procurement Support and Construction Supervision for Yellow Bus Rapid Transit Corridor

Contract No. PK-SMTA-122605-CS-QCBS

between

The Sindh Mass Transit Authority

Dated: _____

I. Form of Contract

LUMP-SUM (PHASE 1)

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client or Recipient]* (hereinafter called the "Client") and, on the other hand, *[name of Consultant]* (hereinafter called the "Consultant").

[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "... (hereinafter called the "Client") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the "Consultant").]

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received *[or has applied for]* a loan *[or credit or grant]* from the *[insert as relevant, International Bank for Reconstruction and Development (IBRD) or International Development Association (IDA)]*: toward the cost of the Services and intends to apply a portion of the proceeds of this *[loan/credit/grant]* to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the *[loan/financing/grant]* agreement, including prohibitions of withdrawal from the *[loan/credit/grant]* account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the *[loan/financing/grant]* agreement or have any claim to the *[loan/credit/grant]* proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract (including Attachment 1 "Fraud and Corruption");
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference
Appendix B: Key Experts
Appendix C: Breakdown of Contract Price
Appendix D: Form of Advance Payments Guarantee
Appendix E: Code of Conduct (ES) *[Note to Client: to be included for supervision of infrastructure contracts (such as Plant or Works) and for other consulting service where the social risks are substantial or high]*

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D; and Appendix E *[Note to Client: to be included for supervision of infrastructure (such as Plant or Works) contracts and for other consulting service where the social risks are substantial or high]*. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Client]*

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture]*

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) **"Applicable Law"** means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (b) **"Bank"** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (c) **"Borrower"** means the Government, Government agency or other entity that signs the financing agreement with the Bank.
- (d) **"Client"** means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (e) **"Client's Personnel"** refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client's obligations under the Contract; and any other personnel identified as Client's Personnel, by a notice from the Client to the Consultant.
- (f) **"Consultant"** means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (g) **"Contract"** means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (h) **"Contractor"** means the person named as contractor in the contract to be supervised by the Consultant (if applicable).
- (i) **"Contractor's Personnel"** means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant (if applicable).
- (j) **"Day"** means a working day unless indicated otherwise.

- (k) **"ES"** means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH).
- (l) **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (m) **"Experts"** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (n) **"Foreign Currency"** means any currency other than the currency of the Client's country.
- (o) **"GCC"** means these General Conditions of Contract.
- (p) **"Government"** means the government of the Client's country.
- (q) **"Joint Venture (JV)"** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (r) **"Key Expert(s)"** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- (s) **"Local Currency"** means the currency of the Client's country.
- (t) **"Non-Key Expert(s)"** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (u) **"Party"** means the Client or the Consultant, as the case may be, and **"Parties"** means both of them.
- (v) **"SCC"** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (w) **"Services"** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (x) **"Sexual Exploitation and Abuse" "(SEA)"** means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

(y) **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, Contractor’s (if applicable) or Client’s Personnel.

(z) **“Site”** (if applicable) means the land and other places where Works are to be executed or facilities to be installed, and such other land or places as may be specified in the Contractor’s Contract as forming part of the Site.

(aa) **“Sub-consultants”** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

(bb) **“Third Party”** means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

2.1.Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

3.1.This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

4. Language

4.1.This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5. Headings

5.1.The headings shall not limit, alter or affect the meaning of this Contract.

6. Communications

6.1.Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized

representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

6.2.A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

7. Location

7.1.The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

8. Authority of Member in Charge

8.1.In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

9. Authorized Representatives

9.1.Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.

10. Fraud and Corruption

10.1. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework, as set forth in Attachment 1 to the GCC.

a. Commissions and Fees

10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract

11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

12. Termination of Contract for Failure to Become Effective

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

13. Commencement of Services

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

14. Expiration of Contract

14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

15. Entire Agreement

15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16. Modifications or Variations

16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.

17. Force Majeure

a. Definition

17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 45 & 46.

18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such

notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

19.1. This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 46.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 46.1.

(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the

Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

- e. **Payment upon Termination**
- 19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:
- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
 - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

- a. **Standard of Performance**
- 20.1. The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.
- 20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
- 20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.
- b. **Law Applicable to Services**
- 20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
- 20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21. Conflict of Interest

21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. Consultant Not to Benefit from Commissions, Discounts, etc.

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 39 through 43) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

b. Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

- c. **Prohibition of Conflicting Activities**
- 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. **Strict Duty to Disclose Conflicting Activities**
- 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
22. **Confidentiality**
- 22.1. Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
23. **Liability of the Consultant**
- 23.1. Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.
24. **Insurance to be taken out by the Consultant**
- 24.1. The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
25. **Accounting, Inspection and Auditing**
- 25.1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- 25.2. Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection

and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Consultant's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

26. Reporting Obligations

26.1. The Consultant shall submit to the Client the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

27. Proprietary Rights of the Client in Reports and Records

27.1. Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

28. Equipment, Vehicles and Materials

28.1. Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2. Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

29. Code of Conduct

29.1. If specified in the SCC, the Consultant shall have a Code of Conduct for Experts (ES).

The Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Experts and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Consultant shall also ensure that the Code of Conduct is visibly displayed in locations where the Services are provided, including if applicable, on the Site, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Experts, Contractor's Personnel, Client's Personnel and the local community if applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

30. Description of Key Experts

30.1. The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

31. Replacement of Key Experts

31.1. Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

31.2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

32. Removal of Experts or Sub-consultants

If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that a Consultant's Expert or Sub-consultant has engaged in Fraud and

Corruption while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

32.4. The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

33. Assistance and Exemptions

33.1. Unless otherwise specified in the SCC, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of

bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

- (g) Provide to the Consultant any such other assistance as may be specified in the SCC.

34. Access to Project Site

34.1. The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

35. Change in the Applicable Law Related to Taxes and Duties

35.1. If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 39.1

36. Services, Facilities and Property of the Client

36.1. The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.

37. Counterpart Personnel

37.1. The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix A.

37.2. Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

**38. Payment
Obligation**

38.1. In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT**39. Contract Price**

39.1. The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in **Appendix C**.

39.2. Any change to the Contract price specified in Clause GCC 39.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

40. Taxes and Duties

40.1. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

40.2. As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

**41. Currency of
Payment**

41.1. Any payment under this Contract shall be made in the currency (ies) of the Contract.

**42. Mode of Billing and
Payment**

42.1. The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 39.1.

42.2. The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the SCC.

42.2.1 *Advance payment*: Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the SCC until said advance payments have been fully set off.

42.2.2 *The Lump-Sum Installment Payments.* The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

42.2.3 *The Final Payment.* The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

42.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

42.2.5 With the exception of the final payment under 42.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

43. Interest on Delayed Payments

43.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 42.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. FAIRNESS AND GOOD FAITH

44. Good Faith

44.1. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. SETTLEMENT OF DISPUTES

45. Amicable Settlement

45.1. The Parties shall seek to resolve any dispute amicably by mutual consultation.

45.2. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 46.1 shall apply.

46. Dispute Resolution

46.1. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

II. General Conditions Attachment 1

Fraud and Corruption

(Text in this Attachment shall not be modified)

1. Purpose

- 1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

- 2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

III. Special Conditions of Contract (Phase 1)

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---------------------|---|
| 1.1(a) | The Contract shall be construed in accordance with the law of Islamic Republic of Pakistan. |
| 4.1 | The language is: English |
| 6.1 and 6.2 | <p>The addresses are <i>[fill in at negotiations with the selected firm]:</i></p> <p>Client: Sindh Mass Transit Authority Transport & Mass Transit Department, Government of Sindh Attention: Project Director (Karachi Mobility Project) E-mail: kmp.infra.smta@gmail.com pd.kmp.ylc@gmail.com</p> <p>Consultant : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted) : _____</p> |
| 8.1 | <p><i>[If the Consultant consists only of one entity, state "N/A";</i> OR <i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____ _____ <i>[insert name of the member]</i></p> |
| 9.1 | <p>The Authorized Representatives are:</p> <p>For the Client: Project Director (Karachi Mobility Project)</p> <p>For the Consultant: <i>[name, title]</i> _____</p> |
| 11.1 | <p>The effectiveness conditions are the following:</p> <p>Signature of the contract by both parties.</p> |
| 12.1 | <p>Termination of Contract for Failure to Become Effective: The time period shall be six (06) months.</p> |

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| 13.1 | <p>Commencement of Services: For Phase 1 (Detailed Design & Procurement Support)</p> <p>The number of days shall be <u>15 days</u> after the Contract effectiveness.</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p> |
| 14.1 | <p>Expiration of Contract:</p> <p>The time period shall be <u>12 months</u></p> |
| 21 b. | <p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes</p> |

23.1

~~0.5% of the respective deliverable cost to be applied after two weeks of delay in submission deadline of that deliverable; and then 0.5% for every additional week of delay; as a penalty from the Client;~~

The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:

"Limitation of the Consultant's Liability towards the Client:

(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds 1.5 times the total value of the Contract;

(b) This limitation of liability shall *not*

- (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;

- (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the "Applicable Law"

[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with the Bank prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware of the Bank's policy on this matter which is as follows:

To be acceptable to the Bank, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank.

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Commented [HR11]: (1) The provision is not relevant to the Liability of the Consultant and should not be added to this clause.
(2) Provisions on payment are already specified in Clauses 42-47 and the Client has the right to withhold "such portion of an invoice that is not satisfactorily supported". Setting the amount of "0.2% of the Phase 1 Contract value" may limit the right of the Client in case of consequence with higher costs. It is suggested to remove this additional provision.

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| | <p><i>Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.</i></p> <p><i>The Bank does not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client's country.]</i></p> |
| 24.1 | <p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of the 1.5 times of the value of the contract and claimable in Islamic Republic of Pakistan.</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of USD 100,000;</p> <p>(c) Third Party liability insurance, with a minimum coverage of USD 100,000;</p> <p>(d) Employer's Liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p> <p><u>Copy of the above insurance policy shall be presented to the Client within 30 days after the Effective Date of this Contract.</u></p> |
| 27.2 | <p>The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.</p> |
| 29. Code of Conduct | <p>The Consultant is required to have a Code of Conduct for Experts (ES).</p> |

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| 32. Removal of Experts or Sub-consultants | <p>Insert the following as Sub-Paragraph 32.3 and renumber original Sub-Paragraphs 32.3 and 32.4 as 32.4 and 32.5 respectively.</p> <p>“32.3 Experts or Subconsultants who are found to be in breach of the Consultant’s Code of Conduct (ES) (including on sexual harassment, sexual exploitation and sexual abuse) shall be replaced by the Consultant, or at the Client’s written request.”</p> |
| 39.1 | <p>The Contract price is: <u> </u> <i>[insert amount and currency for each currency as applicable] exclusive of local indirect taxes.</i></p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall “be paid” by the Consultant.</p> <p>The amount of such taxes is <u> </u> <i>[insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal]</i></p> |
| 40.1 and 40.2 | <p>“the Consultant, Sub-consultants and the Experts shall pay any direct & indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client’s country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <ul style="list-style-type: none"> (a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts, in connection with the carrying out of the Services; (b) any equipment, materials and supplies brought into the Client’s country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them; (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client; (d) any property brought into the Client’s country by the Consultant, any Sub-consultants or the Experts, or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client’s country, provided that: <ul style="list-style-type: none"> (ii) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client’s country in importing property into the Client’s country; and |

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| | <p>if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.</p> |
| 42.2 | <p>The payment schedule:</p> <p><i>[Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]</i></p> <ul style="list-style-type: none"> - 10% of the Phase 1 amount upon acceptance of the <u>Final Inception Report</u>; - <u>25</u>20% of the Phase 1 amount upon acceptance of the <u>Interim Report</u> - Supporting Studies and Analysis; - 35% of the Phase 1 amount upon acceptance of the whole set of Detailed Designs; - <u>20</u>15% of the Phase 1 amount upon acceptance of the whole set of bidding documents; - 10% of the Phase 1 amount upon acceptance of the Detailed Design Review Report for Package 4. - 10% of Phase 1 amount upon completion of the <u>Procurement Support Services for all procurements</u> <p><i>[Total sum of all installments shall not exceed the Contract price set up in SCC 39.1.]</i></p> |
| 42.2.1 | <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment of upto 10<u>5</u>5% of the <u>Phase 1</u> contract value shall be made within 30 days, of the start of Phase 1, against a Bank guarantee acceptable to the Client. The advance payment will be set off by the Client in equal installments of 5% against the invoices submitted for the <u>Phase 1</u> of the Services until the advance payment has been fully set off.</p> <p>(2) The advance bank payment guarantee shall be in the <i>amount and in the currency of the currency(ies)</i> of the advance payment.</p> |
| 42.2.4 | <p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>.</p> |

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| | for local currency: <i>[insert account]</i> . |
| 43.1 | The interest rate is: 1% annual rate |
| 46.1 | <p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]</i>.</p> |

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| | (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute. |
| | 2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract. |
| | 3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator. |
| | 4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country <i>[If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]</i> or of the Government's country. For the purposes of this Clause, "home country" means any of: <ul style="list-style-type: none"> (a) the country of incorporation of the Consultant <i>[If the Consultant consists of more than one entity, add: or of any of their members or Parties];</i> or (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract. |
| | 5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder: |

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| | <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither the Client's country nor the Consultant's country]</i>;</p> <p>(b) the <i>[type of language]</i> language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p> |
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IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions that require prior approval by the Client.]

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]

.....

APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CV's (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

.....

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]

When the Consultant has been selected under Quality-Based Selection method, also add the following:

"The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP "Consultants' Representations regarding Costs and Charges" submitted by the Consultant to the Client prior to the Contract's negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 42.2.3 of this Contract.”]

Model Form I
Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])*

| Experts | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|------------------------------|----------|--|-----------------------------|-----------------------|----------|---------------------|---------------------------------|--|---|
| Name | Position | Basic Remuneration rate per Working Month/Day/Year | Social Charges ¹ | Overhead ¹ | Subtotal | Profit ² | Away from Home Office Allowance | Agreed Fixed Rate per Working Month/Day/Year | Agreed Fixed Rate per Working Month/Day/Year ¹ |
| | | Home Office | | | | | | | |
| Work in the Client's Country | | | | | | | | | |
| | | | | | | | | | |

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

Signature

Name and Title:

Date

APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 42.2.1 and SCC 42.2.1]

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

Guarantor: _____ [insert commercial Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [insert Name and Address of Client]

Date: _____ [insert date]

ADVANCE PAYMENT GUARANTEE No.: _____ [insert number]

We have been informed that _____ [name of Consultant or a name of the Joint Venture, same as appears on the signed Contract] (hereinafter called "the Consultant") has entered into Contract No. _____ [reference number of the contract] dated _____ [insert date] with the Beneficiary, for the provision of _____ [brief description of Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ [insert amount in figures] (_____) [amount in words] is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ [amount in figures] (_____) [amount in words]¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number _____ at _____ [name and address of bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the ___ day of [month], [year],² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

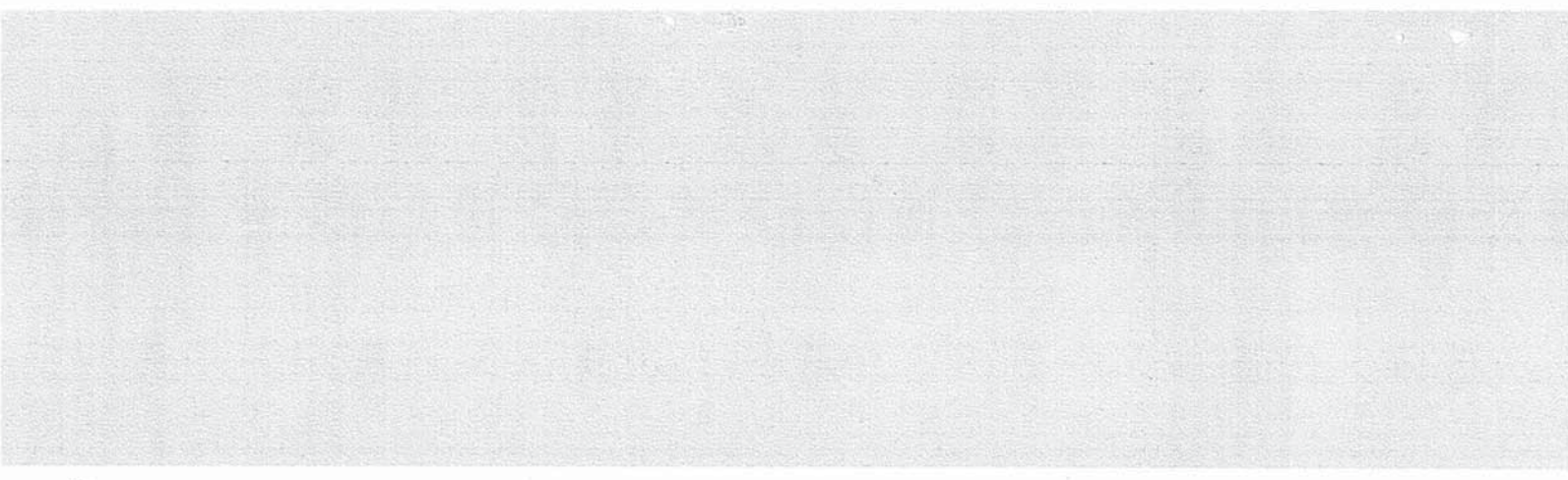
[signature(s)]

{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

APPENDIX E - CODE OF CONDUCT (ES)

[Note to Client: to be included for supervision of infrastructure contracts (such as Plant or Works) and for other consulting service where the social risks are substantial or high]



PART III

Section 9. Notification of Intention to Award and Beneficial Ownership Forms



Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Consultant whose Financial Proposal was opened. Send this Notification to the authorized representative of the Consultant].

For the attention of Consultant's authorized representative

Name: *[insert authorized representative's name]*

Address: *[insert authorized representative's address]*

Telephone/Fax numbers: *[insert authorized representative's telephone/fax numbers]*

Email Address: *[insert authorized representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to all Consultants. The Notification must be sent to all Consultants simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Notification of Intention to Award

Client: *[insert the name of the Client]*

Contract title: *[insert the name of the contract]*

Country: *[insert country where RFP is issued]*

Loan No. /Credit No. /Grant No.: *[insert reference number for loan/credit/grant]*

RFP No: *[insert RFP reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Proposal, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Consultant

Name: *[insert name of successful Consultant]*

Address: *[insert address of the successful Consultant]*

Contract price: *[insert contract price of the successful Consultant]*

2. Short listed Consultants [INSTRUCTIONS: insert names of all short listed Consultants and indicate which Consultants submitted Proposals. Where the selection method requires it, state the price offered by each Consultant as read out, and as evaluated. Include overall technical scores and scores assigned for each criterion and sub-criterion. Select Full Technical Proposal (FTP) or Simplified Technical Proposal (STP) in the last column below.]

| Name of Consultant | Submitted Proposal | Overall technical scores | Overall technical scores | Financial Proposal price (if applicable) | Evaluated Financial Proposal price (if applicable) | Combined score and ranking (if applicable) |
|--------------------|--------------------|--|---|--|--|---|
| [insert name] | [yes/no] | Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] Sub-criterion a: [insert score] 1: [insert score] 2: [insert score] 3: [insert score] Sub-criterion b: [insert score] 1: [insert score] 2: [insert score] 3: [insert score] Sub-criterion c: [insert score] 1: [insert score] 2: [insert score] 3: [insert score] Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score] | Criterion (i): [insert score] Criterion (ii): [insert score] Sub-criterion a: [insert score] Sub-criterion b: [insert score] Sub-criterion c: [insert score] Total score: [insert score] | [Proposal price] | [evaluated price] | Combined Score: [insert score] Ranking: [insert ranking] |
| [insert name] | [yes/no] | Criterion (i): [insert score] Criterion (ii): [insert score] Sub-criterion a: [insert score] Sub-criterion b: [insert score] Sub-criterion c: [insert score] Total score: [insert score] | Criterion (i): [insert score] Criterion (ii): [insert score] Sub-criterion a: [insert score] Sub-criterion b: [insert score] Sub-criterion c: [insert score] Total score: [insert score] | [Proposal price] | [evaluated price] | Combined Score: [insert score] Ranking: [insert ranking] |

| Name of Consultant | Submitted Proposal | Overall technical scores <i>[use for FTP]</i> | Overall technical scores <i>[use for STP]</i> | Financial Proposal price <i>(if applicable)</i> | Evaluated Financial price <i>(if applicable)</i> | Combined score and ranking <i>(if applicable)</i> |
|--------------------|--------------------|--|--|--|---|--|
| | | 2: [insert score] 3: [insert score] Sub-criterion b: 1: [insert score] 2: [insert score] 3: [insert score] Sub-criterion c: 1: [insert score] 2: [insert score] 3: [insert score] | Total score: [insert score] Sub-criterion c: [insert score] | | | |
| | | Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score] | | | | |
| | | Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] Sub-criterion a: [insert score] Sub-criterion b: [insert score] Sub-criterion c: [insert score] | Total score: [insert score] | Proposal price | Evaluated price | Combined Score: [combined score] Ranking: [ranking] |
| | | Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] Sub-criterion a: [insert score] Sub-criterion b: [insert score] Sub-criterion c: [insert score] | Total score: [insert score] | | | |

| Name of Consultant | Submitted Proposal | [<i>use for FTP</i>] Overall technical scores | [<i>use for STP</i>] Overall technical scores | Financial Proposal price (if applicable) | Evaluated Financial Proposal price (if applicable) | Combined score and ranking (if applicable) |
|--------------------|--------------------|--|--|--|---|---|
|--------------------|--------------------|--|--|--|---|---|

Criterion (iv): [*insert score*]
 Criterion (v): [*insert score*]
 Total score: [*insert score*]

[*insert name*]
 ...
 ...

3. Reason/s why your Proposal was unsuccessful *[Delete if the combined score already reveals the reason]*

[INSTRUCTIONS: State the reason/s why this Consultant's Proposal was unsuccessful. Do NOT include: (a) a point by point comparison with another Consultant's Proposal or (b) information that is marked confidential by the Consultant in its Proposal.]

4. How to request a debriefing *[This applies only if your proposal was unsuccessful as stated under point (3) above]*

DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).

You may request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Consultant, contact details; and address the request for debriefing as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Client]*

Email address: *[insert email address]*

Fax number: *[insert fax number] delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, *[insert date]* (local time).

Provide the contract name, reference number, name of the Consultant, contact details; and address the Procurement-related Complaint as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Client]*

Email address: *[insert email address]*

Fax number: *[insert fax number] delete if not used*

[At this point in the procurement process] [Upon receipt of this notification] you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the “Procurement Regulations for IPF Borrowers (Procurement Regulations) (Annex III).” You should read these provisions before preparing and submitting your complaint. In addition, the World Bank’s Guidance “How to make a Procurement-related Complaint” provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an ‘interested party’. In this case, that means a Consultant who has submitted a Proposal in this selection process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the deadline stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens, we will notify you of the extension.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of *[insert the name of the Client]*:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____



Beneficial Ownership Disclosure Form

INSTRUCTIONS TO CONSULTANTS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Consultant¹. In case of joint venture, the Consultant must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Consultant is any natural person who ultimately owns or controls the Consultant by meeting one or more of the following conditions:

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant*

Request for Proposal reference No.: [insert identification no]

Name of the Assignment: [insert name of the assignment]

To: [insert complete name of Client]

In response to your notification of award dated [insert date of notification of award] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable]

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

| Identity of Beneficial Owner | Directly or indirectly holding 25% or more of the shares (Yes / No) | Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No) | Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Consultant (Yes / No) |
|---|--|--|---|
| [include full name (last, middle, first), | | | |

| | | |
|---------------------------------------|--|--|
| nationality, country of residence] | | |
|---------------------------------------|--|--|

OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant

OR

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Consultant shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant]]

Name of the Consultant: *[insert complete name of the Consultant]

Name of the person duly authorized to sign the Proposal on behalf of the Consultant:

**[insert complete name of person duly authorized to sign the Proposal]

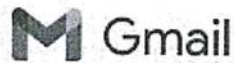
Title of the person signing the Proposal: [insert complete title of the person signing the Proposal]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] day of [insert month], [insert year]

* In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Consultant. In the event that the Consultant is a joint venture, each reference to "Consultant" in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

** Person signing the Proposal shall have the power of attorney given by the Consultant. The power of attorney shall be attached with the Proposal Schedules.



ANNEKURE B
Muhammad Yousuf Munir <director.infra.smta@gmail.com>

Re: Inam Khan shared "EOI - KMP Yellow Line BRT (SMTA) - Complete File.pdf" with you

zeerukpk@yahoo.com <zeerukpk@yahoo.com>

Tue, Oct 13, 2020 at 4:02 PM

Reply-To: "zeerukpk@yahoo.com" <zeerukpk@yahoo.com>

To: SMTA INFRA <kmp.infra.smta@gmail.com>

Cc: Muhammad Yousuf Munir <director.infra.smta@gmail.com>, Consultant P & C TMTD <planning.smtc@gmail.com>, Rafay Ali Laghari <rafay.laghari.smta@gmail.com>, "pd.kmp.ylc@gmail.com" <pd.kmp.ylc@gmail.com>, "managingdirector.smta@gmail.com" <managingdirector.smta@gmail.com>

Dear Sir,

Please find attached our response on your queries for your further necessary action.

Regards,
Irfan

On Tuesday, October 6, 2020, 06:59:33 PM GMT+5, SMTA INFRA <kmp.infra.smta@gmail.com> wrote:

Dear Mr. Inam Khan,

Subsequent to the submission of the EOI document, please provide the response to the following latest by 13rd October 2020, for our further necessary action.

Please note that the page numbers referred below refer to the page numbers of the pdf soft copy of the EOI document submitted. Please also note that providing responses to the following does not necessitate the pre-qualification of the consortium at this stage.

Thanks &
Regards

| M/s Kaiser Engineering & Consulting JV M/s Apco Teknic JV M/s SMEC JV M/s Zeeruk International (Pakistan) JV M/s Loya Associates JV M/s Engineering General Consultants (Pakistan) | |
|--|---|
| GENERAL TECHNICAL EXPERIENCE | CLARIFICATION / QUERY |
| Project: "Xiaogan-Xiangfan Expressway" --- [Page No: 345] | Please provide documentary evidence indicating the cost of this project. |
| Project: "Pacific Highway Upgrade Brunswick Heads to Yelgun - Detailed Design" --- [Page 346] | Please provide documentary evidence indicating the cost of this project. |
| Project: "Hume Highway - Northern Alliance, Australia" --- [Page 356] | Please provide Certificate of Completion or copy of contract agreement stating the project cost, actual services provided and duration of services. |
| Project: "Network Improvement Program, Road Network Improvement Project - Design and Supervision, Vietnam" --- [Page 358] | Please provide Certificate of Completion or copy of contract agreement stating the project cost, actual services provided and duration of services. |
| Project: | |

| | |
|--|--|
| - "CAREC-1 Taraz – Korday Road Project), Kazakhstan" --- [Page 359] | Please provide Certificate of Completion or copy of contract agreement stating the project cost, actual services provided and duration of services. |
| - Project: - "Northern Road Connectivity Project (Project Implementation Consultant)" --- [Page 351] | - Please provide Certificate of Completion or copy of contract agreement stating the project cost, actual services provided and duration of services. |
| SPECIFIC TECHNICAL EXPERIENCE | CLARIFICATION / QUERY |
| - Project: - "Bursa Light Rail System 1 st Phase Consultancy and Supervision Service, Turkey" --- [Page 468] | Please provide Certificate of Completion or copy of contract agreement stating the project cost, actual services provided and duration of services. |
| - Project: - "Bursa Light Rail System 2 nd Phase Consultancy and Supervision Service, Turkey" --- [Page 470] | Please provide Certificate of Completion or copy of contract agreement stating the project cost, actual services provided and duration of services. |
| - Project: - "Greater Dhaka Sustainable Transport – Package 2, Bangladesh" | Please provide Certificate of Completion or copy of contract agreement stating the project cost, actual services provided and duration of services. |
| - Project: - "Tshwane Rapid Transport : BRT Trunk Route Line 2B" --- [Page 477] | Please provide Certificate of Completion or copy of contract agreement stating the project cost, actual services provided and duration of services. |
| - Project: - "Rustenburg Rapid Transport : BRT Trunk Route A" South Africa" --- [Page 478] | Please provide Certificate of Completion or copy of contract agreement stating the project cost, actual services provided and duration of services. |
| - Project: - "Construction Supervision, Consultancy and Engineering Services for railway connection of Istanbul New Airport, Turkey" --- [Page 481] | Please provide copy of contract agreement stating the project cost, actual services provided and duration of services. Please also provide current status of this project. |

On Mon, Apr 6, 2020 at 3:53 PM SMTA INFRA <kmp.infra.smta@gmail.com> wrote:

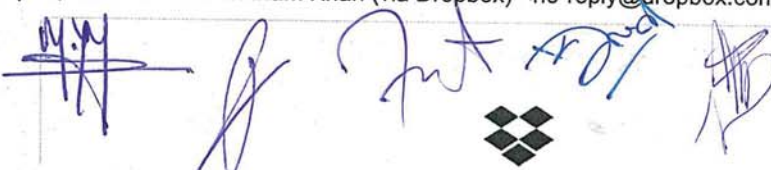
Dear Inam ur Rab Khan sahib,

We acknowledge your email dated 06th April 2020 on the subject matter. As soon as the city's situation of lock-down normalizes, we will inform you to submit the hard copies of the same document to our office.

With best wishes and prayers for safety during these testing times to all of you.

Regards,

On Mon, Apr 6, 2020 at 2:15 PM Inam Khan (via Dropbox) <no-reply@dropbox.com> wrote:



The block contains several handwritten signatures in blue ink. Below the signatures is a logo consisting of four black diamonds arranged in a square pattern.

| GENERAL | | |
|---|--|---|
| | Comments | Response from SMTA |
| 1 | The current EOI Evaluation Report recommends 4 consultants to be shortlisted, fewer than 5 as required in the Regulations Section VII clause 7.17. Efforts should be made to include more consultants to enhance competition. If this is not possible, please add the justification for the Bank's consideration to agree on fewer than 5 consultants. | Detail justification incorporated in Para 5.1 of the EOI evaluation report. |
| 2 | The wording under Criteria 3 of the REOI (Overall Managerial Capacity & Financial Strength) is not so clear especially with regards to the 'positive net-worth'; does it mean every year or overall over the period of 5 years? Please clarify in the EOI Evaluation Report what was the interpretation of this criteria. | Detail justification incorporated in Para 5.1 of the EOI evaluation report. The CSC is of the opinion and has decided that the interpretation is of the positive network in each of the last five years and that's why we have asked for the audit reports of last five years. |
| 3 | The lead member of a JV should be listed first in the STEP system. Please correct the listing accordingly. | Will be complied |
| 4 | Some of the firm names are not consistent with the recommended consultants as mentioned in the EOI Report. Examples include: Dar Al Handasah Consultants (Shair and Partners), KHATIB AND AALAMI CONSOLIDATED ENGINEERING COMPANY S.A.L. M/S. MM PAKISTAN (PVT.) LTD. Please recheck names to ensure that: <ul style="list-style-type: none"> a. The lead member is entered as the first firm of a joint venture in STEP b. Complete full name is entered for each firm (member of a joint venture) along with the full address details. | Complied. Incorporated in the Executive Summary which is applicable in the entire document. Same will be taken care in STEP. |
| SPECIFIC | | |
| KAISER / APCO TEKNIC / SMEC / ZEERUK / LOYA / EGC | | |
| | This joint venture has shown related specific experience, but the value of investments is missing. Please add the missing information. If it was not provided in response to your query then please mention it. (e.g. replace " -" with " Not | "Not Provided" has been added in place of "-". The interpretation adopted by the CSC is that the financial net-worth should be positive in |

| | |
|--|--|
| <p>provided").</p> <p>It is recorded that one of the members had "negative" net worth in 2016. This may not mean the financial status of that firm is not satisfactory. A stated earlier, please clarify upfront in the report the interpretation of the REOI financial criteria that the CSC followed because it was not clear in the REOI.</p> | <p>the last five years of at-least the lead firm and of those firms whose projects have been considered in compliance of the technical criteria of the REOI. Accordingly, the CSC took the decision of dis-qualifying the above-mentioned consultant firm.</p> <p>However, after receiving this comment, an email (dated 6th October 2020) was sent to this consultant firm for seeking missing data to <i>fully</i> evaluate them on technical criteria. Their response vide email dated 13th October 2020 and after evaluation it was found that the consultant firm do not fulfill the technical criteria according to the REOI criteria.</p> |
| <p align="center"><i>KHATIB & ALAMI / OSMANI / NAMA / PROF. POLLALIS CONSULTING / HALCRO</i></p> | |
| <p>For Prof. Pollalis Consulting, the EOI Report states "Core business: individual consultant in the field of design, technology and management (urban planning, infrastructure)". As an individual cannot be a member of JV, please confirm that Prof. Pollalis Consulting is a firm and not an individual consultant. In case of an individual, this consultant should be removed from the joint venture and the EOI Report should be revised accordingly.</p> | <p>Incorporated in the relevant section of the EOI report.</p> |
| <p align="center"><i>SCE / Hill International / Logit / HHO / Exponent</i></p> | |
| <p>Include explicitly how this JV meets the requirements of specific experience (number of projects and value of investment).</p> | <p>The projects considered in compliance with the REOI criteria have been highlighted for all the consultant firms throughout the EOI evaluation report.</p> |
| <p align="center">Comments on RFP</p> | |
| <p>All comments provided in the RFP document have been discussed and incorporated except the Advance Payment wherein it was suggested to make it 10% but the CSC decided to keep it 5% at this stage and which may be negotiated at the later stage.</p> | |

